EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539

REGULAR MEETING AGENDA
DECEMBER 3, 2024
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer.

B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. CITY MANAGER'S REPORT

A. Miracle on McIntyre Street:

- Lighting of the Tree
- Santa and Sirens
- Night of Lights Parade
- Blue Santa

B. One Nation/One Project, Arts for EveryBody Initiative

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing City of Edinburg Retiree Raymundo Rendon, Groundskeeper, Parks and Recreation/Los Lagos Golf Division for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

B. Presentation of Proclamation Recognizing City of Edinburg Retiree Arturo Esquivel, Equipment Operator II, Solid Waste Management Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

6. PUBLIC COMMENTS

The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. Please note that this public comment period is not interactive. The City Council may not respond to public comments.

If a resident desires to make a public comment in person, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

7. PUBLIC HEARINGS

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Suburban (RS) District to Residential, Multi-family (RM) District, Lot 1, Pine Valley Subdivision, Located at 2104 North Sugar Road, as Requested by Victor Farias on Behalf of Veronica Guerrero. [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District, Being a 8.36 Acres Tract of Land, More or Less, Out of Lot 4, Block 1, John Closner Et Al Subdivision, Located at 2020 East Canton Road, as Requested by Rio Delta Engineering on Behalf of Peter S. Julian and Miguel A. Zuniga. [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District, a 2.00 Acre Tract of Land Being the East 2.00 Acres of the West 2.68 Acres, More or Less, of the South One-half of Lot eight, Section Two Hundred Forty-four, Texas- Mexican Railway Company’s Survey, Located at 501 East Rogers Road, as Requested by Marc Moran on Behalf of Turquesa Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]

8. VARIANCES

A. Consider Variance Requests to the City's Unified Development Code, Article 5, Section 5.206-A Block Length, for the Silos at La Sienna Phase 3, Being 18.682 Acres Tract of Land Out of Lots 50, 51, and 52, Santa Cruz Ranch Subdivision, Located at 4401 La Sienna Parkway, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

B. Consider Variance Requests to the City's Unified Development Code, Article 5, Section 5.203-1 Right-of-Way Widths, Article 5 Section 5.209 Sidewalks, and Article 3 Section 3.102-1 Single-Family Detached Lot and Building Standards, for the Villas at La Sienna Being a 4.906 Acres Tract of Land Out of Lot 1, La Sienna Development, Located at 1891 Burns Boulevard, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

9. ORDINANCES

A. Consider the Ordinance Providing for the Voluntary Annexation of 19.354 Acres Out of and Forming a Part of Lots 3 and 4, Section 247, Texas-Mexican Railway Company’s Survey, Recorded in Volume 2, Page 29, Hidalgo County Map Records, Hidalgo County, Texas, Located at 3601 North Cesar Chavez Road, as Requested by Melden & Hunt Inc., on Behalf of Frank G. Herrera and Elizabeth Y. Herrera. [Jaime Acevedo, Director of Planning & Zoning]

B. Consider Ordinance and Possible Action Amending the Code of Ordinances of the City of Edinburg at Title III: Administration, Chapter 30 Administrative Code, Section 30.014(B) Associate Municipal Judges, Allowing the Appointment of One or More Associate Judges. [Josephine Ramirez Solis, City Attorney]

10. RESOLUTION

A. Consider Resolution Authorizing the City Manager to Accept a Grant Award from and Enter Into a Services Agreement with The University of Texas Health Science Center at Houston on Behalf of its School of Public Health in Brownsville in an Amount Not to Exceed $60,000 and Execute Grant Documents Relating Thereto. [Claudia Farias, Director of Grants Administration]

11. AWARDING OF BID

A. Consider Awarding RFP No. 2024-020, Professional Security Guard Services and Authorize the City Manager to Negotiate a Contract with the Selected Firm. [Ramiro L. Gomez, Director of Solid Waste Management]

12. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

A. Consider Awarding Bid No. 2025-3, Purchase of Litter Control Fences to Metta Technologies, Inc. of Jackson, Michigan in the Amount of $75,300.00. [Ramiro L. Gomez, Director of Solid Waste Management]

B. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with Ricardo & Deyanira Rodriguez to Provide Water Service to Ricky Rod Subdivision and Execute Any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

C. Consider Authorizing the City Manager to Enter Into an Agreement with Newman Regency Group for the Replacement of Various Components of City's Wastewater Treatment Plant UV Disinfection System as a Sole Source Item in the Amount of $445,304.20 and Execute Any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

D. Consider Authorizing the City Manager to Enter Into a Construction Agreement Between the City of Edinburg and Andale Construction of Valley Center, Kansas for High Density Mineral Bond Pavement Preservation at a Unit Price of $3.86 Per Square Yard Under the Existing Inter Local Agreement Between the City Edinburg and the City of Hurst, Texas and Execute Any Other Documents Relating Thereto. [Vincent A. Romero, CPM, Public Works Director]

E. Consider Authorizing the City Manager to Amend an Agreement Between the City of Edinburg and Cintas Corporation for Uniform Rentals and Laundering Services to Include One (1) Additional Item, a High Visibility Tee Shirt at the Unit Cost of $.49 Per Week and Execute All Documents Related Thereto. [Vince Romero, Director of Public Works]

F. Consider Awarding Bid No. 2025-1, Purchase of SS-1 Emulsified Asphalt to Ergon Asphalt &

Emulsions, Inc. of Austin, Texas for the Unit Price of $3.10 Per Gallon and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent A. Romero, CPM, Public Works Director]

G. Consider Authorizing the Purchase of a Firewall Network Appliance from MGT Through the Department of Information Resources Contract No. DIR-CPO-4864 in the Amount of $131,766 and Authorize the City Manager to Execute Any Documents Relating Thereto. [Daniel Vera, Director of Information Technology]

13. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]

14. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting)

B. Deliberation Regarding Real Property. (§551.072. Deliberation Regarding Real Property; Closed Meeting)

C. Personnel Matters. (§551.071. Personnel Matters; Closed Meeting)

D. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)

OPEN SESSION

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

15. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on November 27, 2024 at 5:00 p.m.

By: /s/ Clarice Y. Balderas
Clarice Y. Balderas, City Secretary
City of Edinburg, Texas

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.A.
Proclamation: Retiree Raymundo Rendon, Groundskeeper

1. **Agenda Item:**
Presentation of Proclamation Recognizing City of Edinburg Retiree Raymundo Rendon, Groundskeeper, Parks and Recreation/Los Lagos Golf Division for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City would like to recognize the following retiree for their dedication and service to the City of Edinburg:

Raymundo Rendon, Groundskeeper with the Parks and Recreation Department/Los Lagos Golf Course Division is retiring with 20 years of service.

The Edinburg City Council would like to recognize Raymundo Rendon for being a loyal, dedicated employee of the City of Edinburg and wish him a happy retirement.

3. **Staff's Recommendation:**
Present Proclamation Recognizing City of Edinburg Retiree Raymundo Rendon, Groundskeeper, Parks and Recreation/Los Lagos Golf Division for 20 Years of Service.

Reviewed by:

Prepared by:
Belinda Torres, Director of Human Resources/Civil Service

Attachments:
A. Proclamation: Raymundo Rendon

PROCLAMATION



RAYMUNDO RENDON
GROUNDSKEEPER
PARKS AND RECREATIONS/LOS LAGOS GOLF COURSE

WHEREAS, on October 18, 2004, Raymundo Rendon was hired by the City of Edinburg Parks and Recreation/Los Lagos Golf Course; and,

WHEREAS, on October 10, 2005, Mr. Rendon was reclassified from Laborer to Groundskeeper 1; and,

WHEREAS, on March 16, 2015, Mr. Rendon was reclassified from a Groundskeeper 1 to Grounds Technician; and,

WHEREAS, on October 05, 2020, Mr. Rendon was reclassified from a Grounds Technician to Groundskeeper; and,

WHEREAS, Mr. Rendon attended numerous trainings where he received/held the following certificates: Certificate of Attendance: TML/Intergovernmental Risk Pool; Certificates of Employee Appreciation; and numerous City of Edinburg Training Acknowledgements; and,

WHEREAS, on October 31, 2024, after 20 years of service Mr. Raymundo Rendon retired from the City of Edinburg.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX:
By the power vested in me by law, do hereby recognize:

RAYMUNDO RENDON
GROUNDSKEEPER
PARKS AND RECREATIONS/LOS LAGOS GOLF COURSE

for his years of loyalty; and dedicated service to the City of Edinburg. The Edinburg City Council would like to express their gratitude and wish him a happy retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 3rd day of December, 2024.

CITY OF EDINBURG, TEXAS

ATTEST:

By: _____
Ramiro Garza, Jr., Mayor

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.B.
Proclamation: Retiree Arturo Esquivel, Equipment Operator II

1. **Agenda Item:**
Presentation of Proclamation Recognizing City of Edinburg Retiree Arturo Esquivel, Equipment Operator II, Solid Waste Management Department for 20 Years of Service. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**
The City would like to recognize the following retiree for their dedication and service to the City of Edinburg:

Arturo Esquivel, Equipment Operator II with the Solid Waste Management Department is retiring with 20 years of service.

The Edinburg City Council would like to recognize Arturo Esquivel for being a loyal, dedicated employee of the City of Edinburg and wish him a happy retirement.

3. **Staff's Recommendation:**
Present Proclamation Recognizing City of Edinburg Retiree Arturo Esquivel, Equipment Operator II, Solid Waste Management Department for 20 Years of Service.

Reviewed by:

Prepared by:
Belinda Torres, Director of Human Resources/Civil Service

Attachments:
A. Proclamation: Arturo Esquivel

PROCLAMATION



ARTURO ESQUIVEL
EQUIPMENT OPERATOR II
SOLID WASTE MANAGEMENT

WHEREAS, on November 22, 2004, Arturo Esquivel was hired by the City of Edinburg Solid Waste Management Department; and,

WHEREAS, on February 28, 2005, Mr. Esquivel was promoted from Sanitation Worker to Heavy Equipment Operator; and,

WHEREAS, on October 05, 2020, Mr. Esquivel was reclassified from Heavy Equipment Operator to Equipment Operator II; and,

WHEREAS, Mr. Esquivel attended numerous trainings where he received/held the following certificates: Certificate of Attendance: TML/Intergovernmental Risk Pool; Certificates of Employee Appreciation; and numerous City of Edinburg Training Acknowledgements; and,

WHEREAS, on November 22, 2024, after 20 years of service Mr. Arturo Esquivel retired from the City of Edinburg.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX:
By the power vested in me by law, do hereby recognize:

ARTURO ESQUIVEL
EQUIPMENT OPERATOR II
SOLID WASTE MANAGEMENT

for his years of loyalty; and dedicated service to the City of Edinburg. The Edinburg City Council would like to express their gratitude and wish him a happy retirement.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 3rd day of December, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
PUBLIC HEARINGS
Agenda Item No: 7.A.
Rezoning Request - Victor Farias on behalf of Veronica Guerrero

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Suburban (RS) District to Residential, Multi-family (RM) District, Lot 1, Pine Valley Subdivision, Located at 2104 North Sugar Road, as Requested by Victor Farias on Behalf of Veronica Guerrero. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the east side of North Sugar Road, approximately 350 feet south of West Mile 17 ½ Road. The property has a total frontage of 100 feet along North Sugar Road and a lot depth of 190 feet for a total lot area of 19,000 square feet. This lot is part of the Pine Valley Subdivision that was recorded on July 20, 1995 and was annexed into the city limits on December 16, 1997. The requested zoning designation is the Residential, Multi-family (RM) District, which is a high intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). The lot is currently occupied with a fourplex and the applicant is seeking to expand the nonconforming use by building additional units.

The property is currently zoned Residential, Suburban (RS) District, which is the primary low-density single-family residential district, intended to permit a wide range of single-family uses on larger lots. Adjacent zoning is Residential, Multi-family (RM) District to the north and west, and Residential, Suburban (RS) District to the east and south. Surrounding land consists of multi-family uses, single-family uses, and vacant land. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 24 neighboring property owners on Friday, November 1, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 13, 2024.

On November 6, 2024, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

The Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Suburban (RS) District to Residential, Multifamily (RM) District based on adjacent zoning districts, density, and existing land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/24
CITY COUNCIL – 12/03/24
DATE PREPARED – 11/07/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Suburban (RS) District to Residential, Multifamily (RM) District

APPLICANT: Veronica Guerrero

AGENT: Victor Farias

LEGAL: Lot 1, Pine Valley Subdivision

LOCATION: 2104 North Sugar Road

LOT/TRACT SIZE: 19,000 square feet

CURRENT USE: Fourplex

PROPOSED USE: Mult-family development

EXISTING ZONING: Residential, Suburban (RS) District

ADJACENT ZONING:
North – Residential, Multi-family (RM) District
South – Residential, Suburban (RS) District
East – Residential, Suburban (RS) District
West – Residential, Multi-family (RM) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Suburban (RS) District to Residential, Multifamily (RM) District

REZONING REQUEST
VICTOR FARIAS

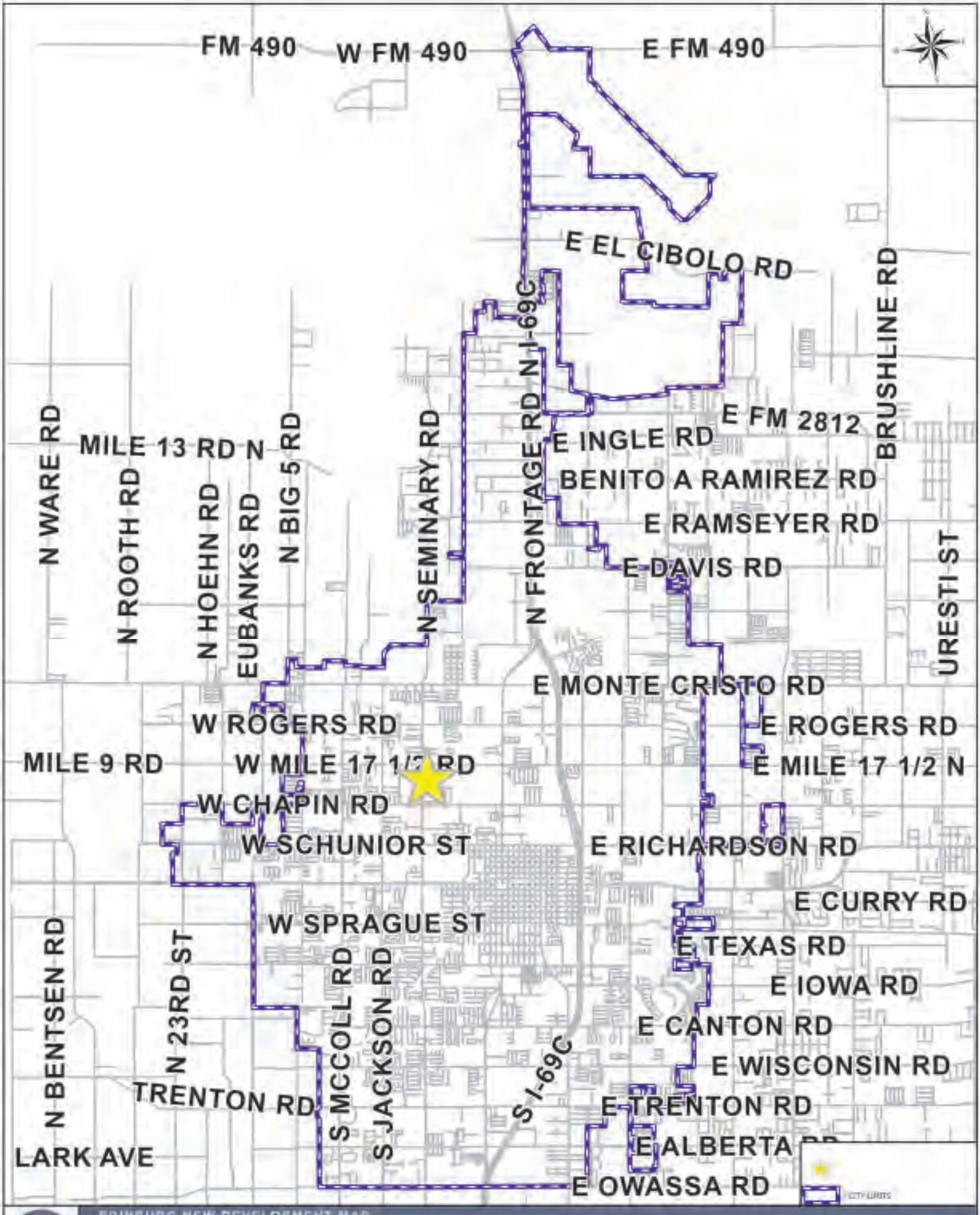
EVALUATION

The following is the staff's evaluation of the request:

1. The lot is currently occupied with a fourplex and the applicant is seeking to expand the non-conforming use by building additional units.
2. Surrounding land consists of multi-family uses, single-family uses, and vacant land.
3. The proposed zoning is inconsistent with the Future Land Use Plan.

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Suburban (RS) District to Residential, Multifamily (RM) District based on adjacent zoning districts, density, and existing land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

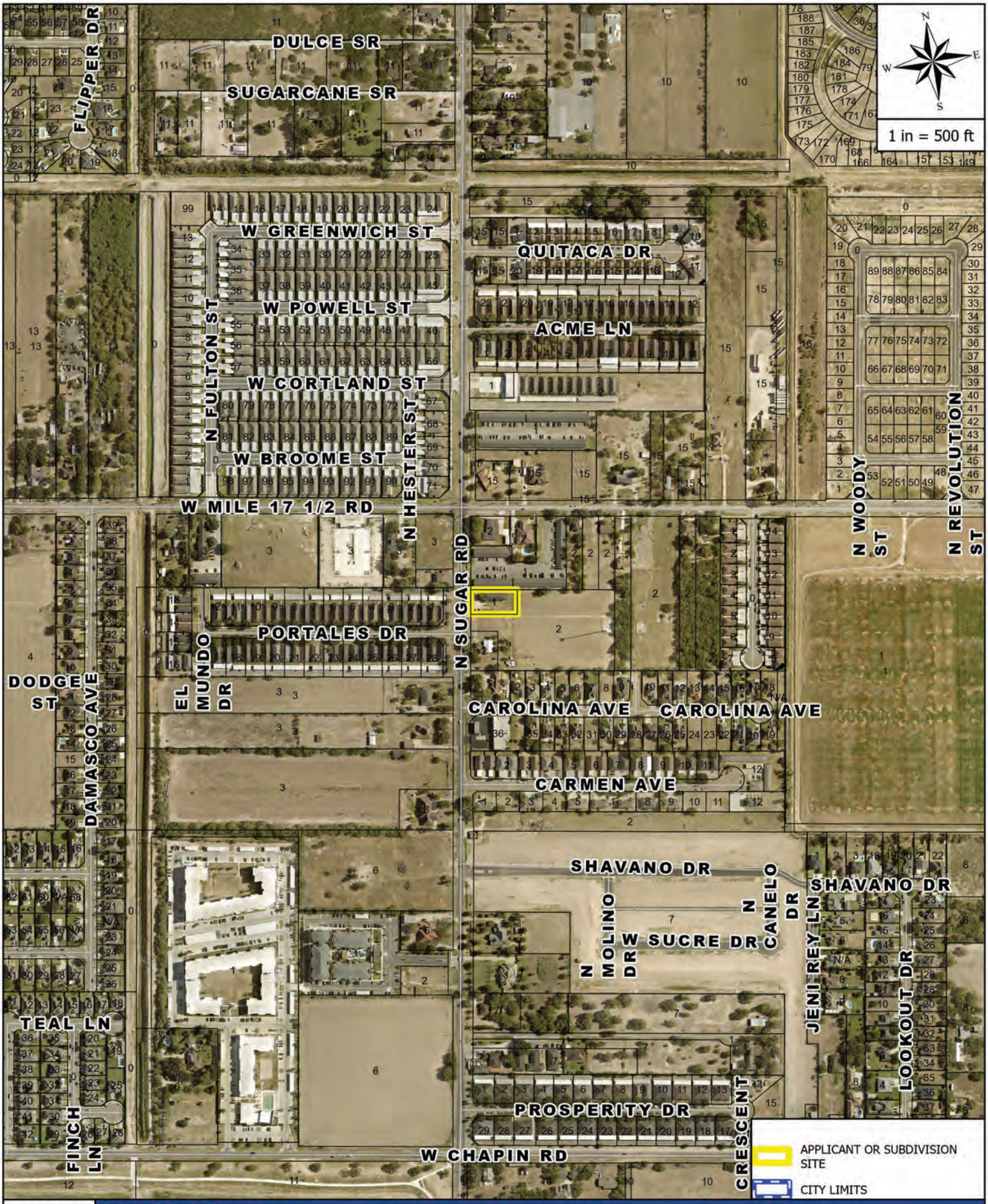
Staff mailed a notice of the public hearing to 24 neighboring property owners on Friday, November 1, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 13, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

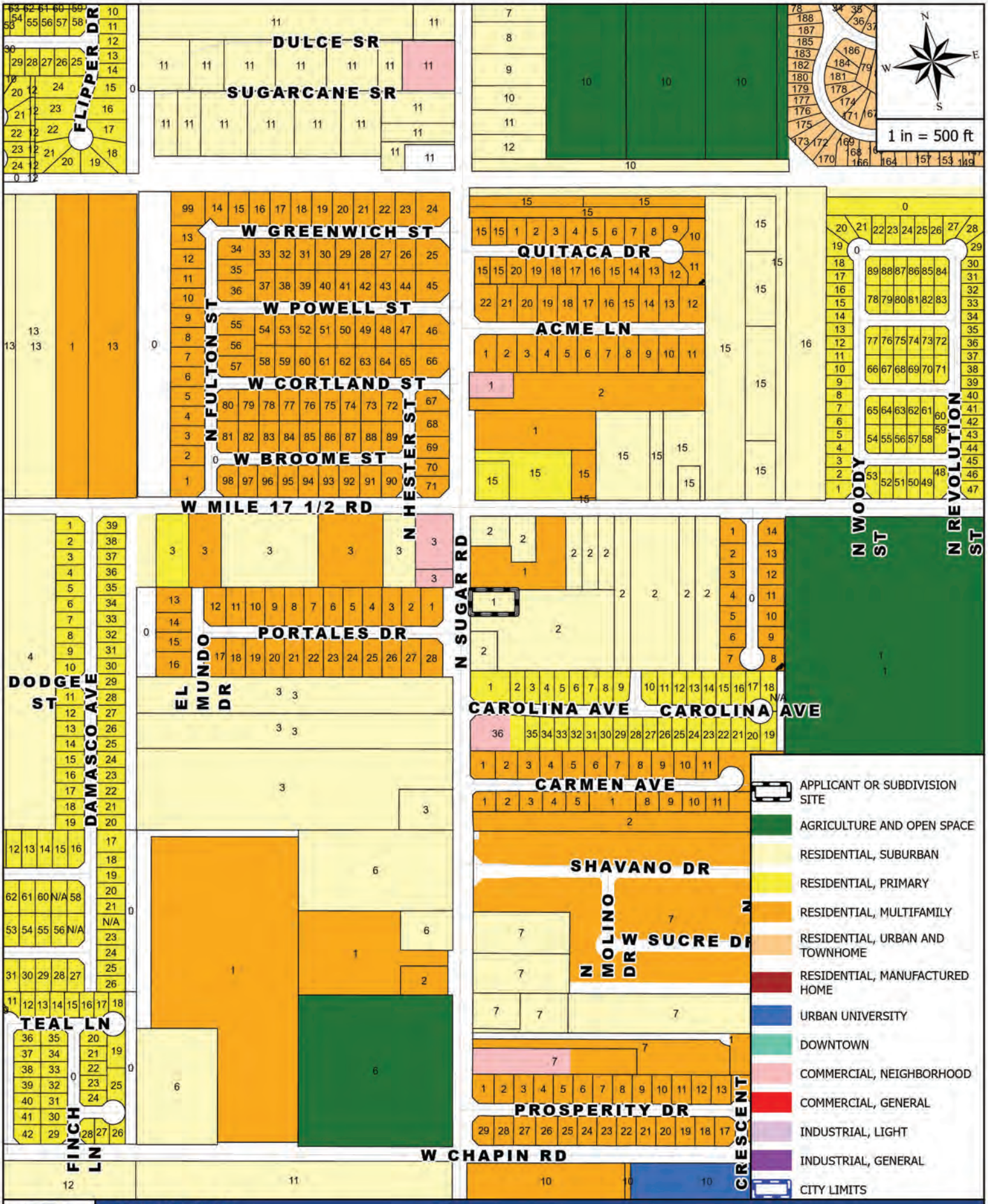
RZNE-2024-0240 2104 N SUGAR RD - VICTOR FARIAS



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

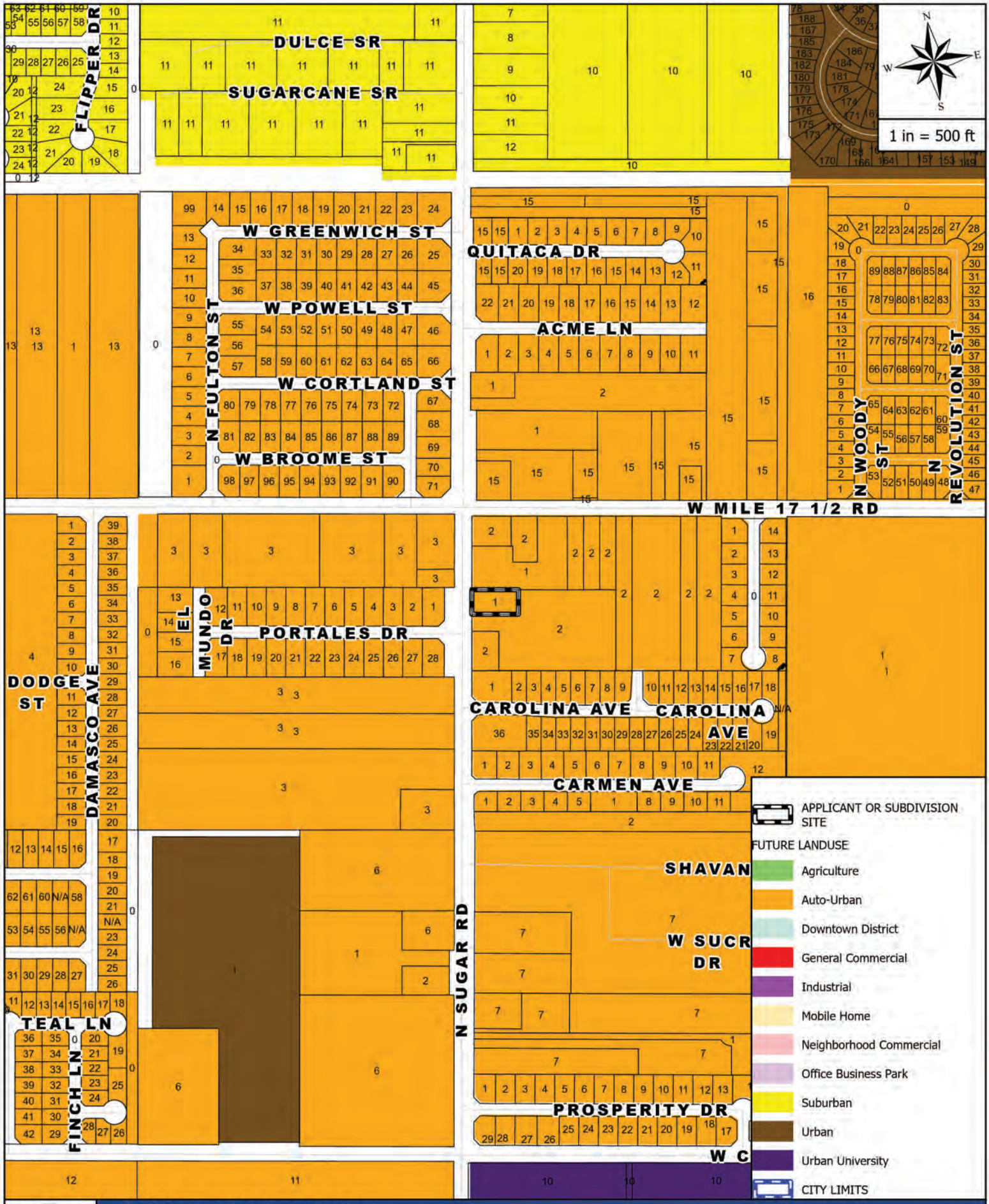
RZNE-2024-0240 2104 N SUGAR RD - VICTOR FARIAS



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

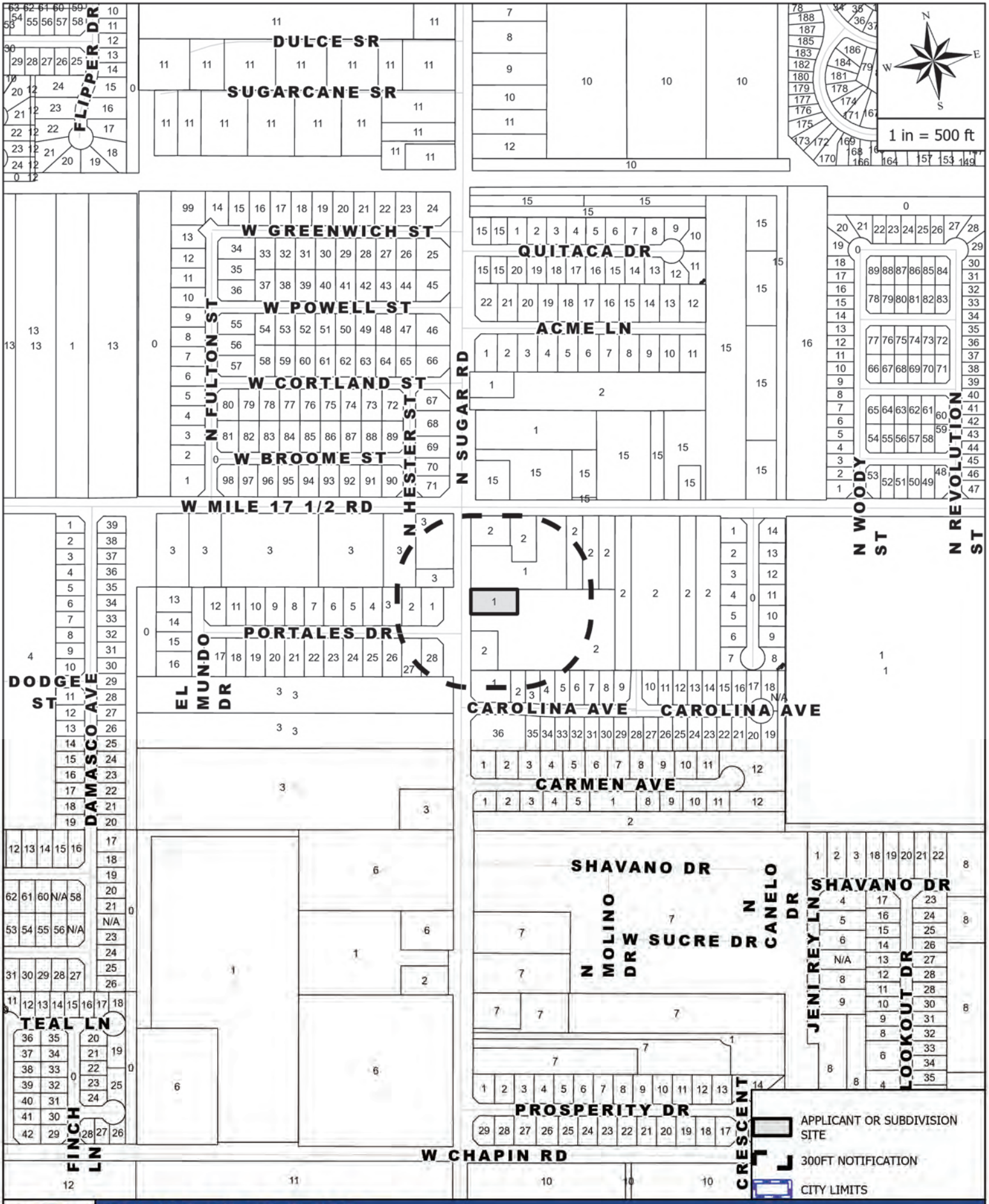
RZNE-2024-0240 2104 N SUGAR RD - VICTOR FARIAS



FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0240 2104 N SUGAR RD - VICTOR FARIAS



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0240 2104 N SUGAR RD - VICTOR FARIAS

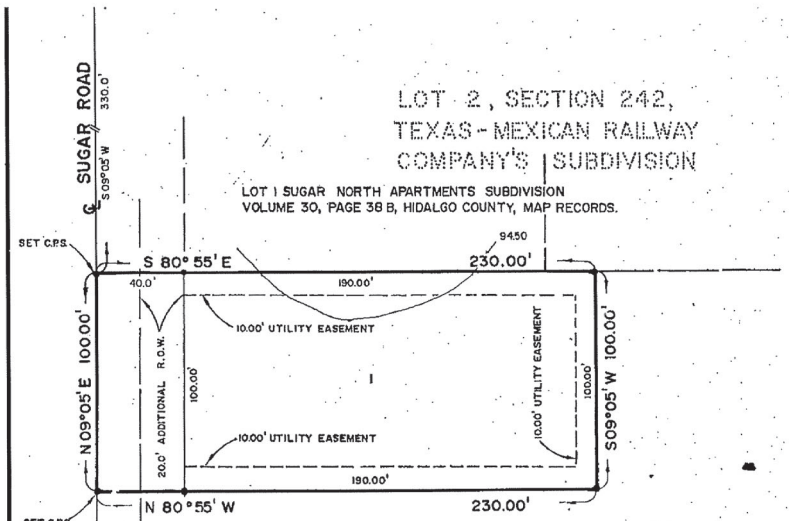
Rezoning Request Site Photo

Victor Farias on behalf of Veronica Guerrero

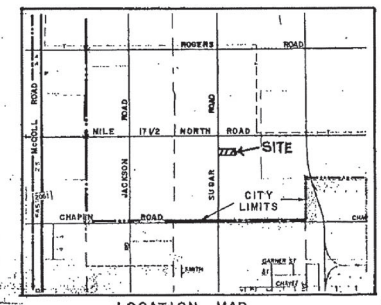
2104 North Sugar Road



VOL. 30 PG. 95A



464320



Recorded in Volume 30 Page 95A
of the map records of Hidalgo
County, Texas
Melden and Hunt, Inc.
County Surveyors



SC: 1" = 40'

NOTES:

1. - FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
C.P.N. 480334 0325 C MAP REVISED: NOV. 16, 1982.
2. - MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE CENTERLINE OF SUGAR ROAD.
3. - CULVERT MUST BE PROVIDED FOR DRIVEWAY.
4. - THERE ARE NO WATER WELLS WITHIN 150 FEET OF THE BOUNDARIES OF THIS SUBDIVISION.
5. - MINIMUM BUILDING SETBACK LINES:
FRONT 40.0'
SIDE 7.0'
REAR 15.0'
6. - MULTI-FAMILY USE ONLY-

19th July 95

Anna Betancourt

Una Walker

APPROVED FOR ISSUANCE OF
HIDALGO COUNTY, TEXAS
BY: Emilio Flores
7-18-95

PINE VALLEY SUBDIVISION

BEING A SUBDIVISION OF 0.528 OF AN ACRE OUT OF THE SOUTH 4.75 ACRES OF THE WEST 9.50 ACRES OF THE NORTH 20.00 ACRES OF LOT 2, SECTION 242, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 0.528 ACRE TRACT OF LAND OUT OF THE SOUTH 4.75 ACRES OF THE WEST 9.50 ACRES OF THE NORTH 20.00 ACRES OF LOT 2, SECTION 242, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 2, AND IN THE CENTERLINE OF SUGAR ROAD FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 09°05'W, 330.00 FEET FROM THE NORTHWEST CORNER OF LOT 2,

THENCE ; S 80°55 'E, ALONG THE SOUTH LINE OF LOT 1, SUGAR NORTH APARTMENTS SUBDIVISION (RECORDED IN VOLUME 30, PAGE 38B, MAP RECORDS, HIDALGO COUNTY, TEXAS), PASSING A 1/2" IRON ROD SET AT 40.00 FEET FOR THE EAST R.O.W. LINE OF SUGAR ROAD, A TOTAL DISTANCE OF 230.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°05'W, A DISTANCE OF 100.00 FEET TO A 1/2". IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°55'W, PASSING A 1/2" IRON ROD SET AT 190.00 FEET FOR THE EAST R.O.W. LINE OF SUGAR ROAD, A TOTAL DISTANCE OF 230.00 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 2, AND IN THE CENTERLINE OF SUGAR ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05 'E, ALONG THE WEST LINE OF LOT 2, AND THE CENTERLINE OF SUGAR ROAD, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.528 OF AN ACRE OF LAND MORE OR LESS.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CHECKED FOR DRAINAGE
BY: [signature]
6/30/95

TEXAS, AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREET, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

Nelda Resendez
NELDA RESENDEZ

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NELDA RESENDEZ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 23rd DAY OF MAY A.D. 19 94.

SUSAN J. HEADLEY
Notary Public,
State of Texas
My Comm. Exp. 6-25-97

Susan J. Headley
SUSAN J. HEADLEY NOTARY PUBLIC

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS 26 DAY OF May 19 95.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT DISTRICT EXPENSE.

SECRETARY

Wallace Fish
PRESIDENT

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN PLANNING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CITY CLERK

MAYOR

STATE OF TEXAS

COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA 4856
R.P.L.S. No. 4856

STATE OF TEXAS

COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

MANAR N. HAMOUDI
No. 77440
REGISTERED PROFESSIONAL ENGINEER

Manar N. Hamoudi
5-23-94

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE # RZNE-2024-0240

Date: 10/11/2024

1. Property Owner (required): Veronica Guerrero 2. Phone: 956-588-7436
3. Mailing Address: 1530 W. Hall Acres Rd. Apt. 14C
4. City: Pharr State: TX Zip: 78577
5. Owner's Email: Serafinhernandez2019@gmail.com 6. Cell No. 956-588-7436
7. Agent (not owner): Victor Farias 8. Agent's Phone: 956-929-4567
9. Agent's Mailing Address: fariasvictor0517@gmail.com
10. City: Pharr State: TX Zip: 78577
11. Agent's Email: fariasvictor0517@gmail.com (2802 Charlotte Dr. Pharr TX 78577
12. Address/Location being Rezoned: 2104 N. Sugar Rd. Edinburg TX
13. Legal Description of Property: Lot 1 Pine Valley Subdivision
14. Property ID(s): 546827
15. Zone Change: From: Residencial To: Multi-family
16. Existing Land Use: (fourplex)
17. Reason for Zone Change: Build more apartments

Victor Farias — Victor Farias
(Please Print Name) Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED 10/11/24

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

PID: 668275 1607 PORTALES LLC
410 E HILLSIDE RD PMB 479
LAREDO, TX 78041-3208

PID: 295576 AVELAR ELMER & JENNIFER
PO BOX 4155
EDINBURG, TX 78540-4155

PID: 530752 GAMON CHRISTIAN MARTINEZ & ROSA ISELA MARTINEZ
1918 N SUGAR RD
EDINBURG, TX 78541-2253

PID: 530754 GARZA CLAUDIO & PURA ETAL C/O CONSUELO GARZA
1509 CAROLINA AVE
EDINBURG, TX 78541

PID: 668276 GONZALEZ JESUS ROGELIO JR
109 S LIBERTY LOOP
SAN JUAN, TX 78589-4012

PID: 546827 GUERRERO VERONICA
1530 W HALL ACRES RD APT 14C
PHARR, TX 78577-7034

PID: 668299 LUMAGBAS LERISSA RAE DATOY
2201 PIN OAK RD
EDINBURG, TX 78539-7337

PID: 295587 MORIN OSCAR M & MARIA C
1622 W MILE 17 1/2 RD
EDINBURG, TX 78541-3578

PID: 547904 RAYBEC SUGAR LLC
7383 N LINCOLN AVE 2ND FL
LINCOLNWOOD, IL 60712-1749

PID: 295585 RIOS AURORA L GARZA
1915 N SUGAR RD
EDINBURG, TX 78541-4516

PID: 668301 AMID EQUITIES LLC
1229 EAST 10TH ST
BROOKLYN, NY 11230-4718

PID: 668274 CASA MANAGEMENT GROUP LLC
2117 CORNERSTONE BLVD
EDINBURG, TX 78539

PID: 295574 GARCIA MARGARITA A/K/A MARGARITA GONZALEZ
1410 W MILE 17 1/2 RD
EDINBURG, TX 78541-1501

PID: 530756 GONZALEZ AGUSTIN & ELISA
1501 CAROLINA AVE
EDINBURG, TX 78541-8580

PID: 530757 GONZALEZ LAURO
1419 CAROLINA AVE
EDINBURG, TX 78541-7917

PID: 668300 HINOJOSA DIEGO F
1118 SAVANNAH LOOP
LAREDO, TX 78046-5174

PID: 295591 MARTINEZ ROGELIO & ROSALINDA
2107 N SUGAR RD
EDINBURG, TX 78541-2288

PID: 540725 PRADO ENCARNACION
2000 N SUGAR RD
EDINBURG, TX 78541-8853

PID: 295577 RESENDEZ NELDA & NORA A GARZA
1301 S 1 1/2 ST
MCALLEN, TX 78501-1107

PID: 295598 RIOS AURORA L GARZA
1915 N SUGAR RD
EDINBURG, TX 78541-4516

PID: 530753 RODRIGUEZ MAYRA & JUAN J
1515 CAROLINA AVE
EDINBURG, TX 78541-8580

PID: 295573 VELA ANATOLIO
2112 N SUGAR RD
EDINBURG, TX 78541-8814

PID: 295586 VALDEZ REBEKAH JANELLE
4926 N DOOLITTLE RD
EDINBURG, TX 78542-4000

PID: 527347 VERA MIGUEL & IRIS
1414 W MLE 17 1/2 RD
EDINBURG, TX 78541-1501

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, LOT 1, PINE VALLEY SUBDIVISION, LOCATED 2104 NORTH SUGAR ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District to Residential, Multi-family (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 1, Pine Valley Subdivision, Located at 2104 North Sugar Road, Edinburg, Hidalgo County, Texas, from Residential, Suburban (RS) District to Residential, Multi-family (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 14, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on December 3, 2024 at 6:00 P.M., in the

Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Suburban (RS) District to Residential, Multi-family (RM) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Suburban (RS) District and added to Residential, Multi-family (RM) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of December 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF LOT 1, PINE VALLEY SUBDIVISION, LOCATED AT 2104 NORTH SUGAR ROAD, SHOULD BE FOR MULTI-FAMILY RESIDENTIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described

needs to be amended to provide a transition from Auto-Urban Uses to Multi-family Residential Uses; and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Auto-Urban Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for Multi-family Residential Uses. The conditions that exist are:

(1) Population growth requiring more Multi-family Residential Uses;

(2) Expansion and development of Multi-family Residential Uses.

This area, because of Edinburg's growth, should be included in those portions of the city providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the city council in passing this ordinance that its parts shall be severable and all other parts of this ordinance shall be severable and all other parts of this ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of December, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
PUBLIC HEARINGS
Agenda Item No: 7.B.
Rezoning Request - Rio Delta Engineering on behalf of Peter S. Julian and Miguel A. Zuniga.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District, Being a 8.36 Acres Tract of Land, More or Less, Out of Lot 4, Block 1, John Closner Et Al Subdivision, Located at 2020 East Canton Road, as Requested by Rio Delta Engineering on Behalf of Peter S. Julian and Miguel A. Zuniga. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the south side of East Canton Road, approximately 1,644 feet east of South I-69C. The property has a total frontage of 544.27 along East Canton Road and a total lot area of 8.36 acres (gross). The requested zoning designation is the Residential, Urban and Townhome (RU) District, which is the highest intensity single-family residential district. In this district, residential buildings may cover large percentages of the lots and may be spaced more closely, creating a sense of street enclosure. The lot is currently occupied with residential structures and the applicant is seeking a zone change to establish a new townhome development.

The property is currently zoned Agriculture and Open Space (AO) District, which is typically rural in character and is intended to support agriculture and agriculture-supported uses. This property was annexed into the city limits on December 10, 2013. Adjacent zoning is Residential, Primary (RP) District to the north, Agriculture and Open Space (AO) District and Residential, Primary (RP) District to the east, with a drainage ditch to the south and west. Surrounding land consists of single-family residential uses. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 102 neighboring property owners on Friday, November 1, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 13, 2024.

On November 6, 2024, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

The Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District based on adjacent zoning districts and density. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking,

landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/24
CITY COUNCIL – 12/03/24
DATE PREPARED – 11/07/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District

APPLICANT: Peter S. Julian and Miguel A. Zuniga

AGENT: Rio Delta Engineering

LEGAL: Being a 8.36 acres Tract of Land, More or Less, Out of Lot 4, Block 1, John Closner Et Al Subdivision

LOCATION: 2020 East Canton Road

LOT/TRACT SIZE: 8.36 acres (gross)

CURRENT USE: Residential

PROPOSED USE: Townhome Development

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Drainage Ditch
East – Agriculture and Open Space (AO) District and Residential, Primary (RP) District
West – Drainage Ditch

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and North Alamo Water Supply Corporation Water

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District.

REZONING REQUEST
RIO DELTA ENGINEERING

EVALUATION

The following is the staff's evaluation of the request:

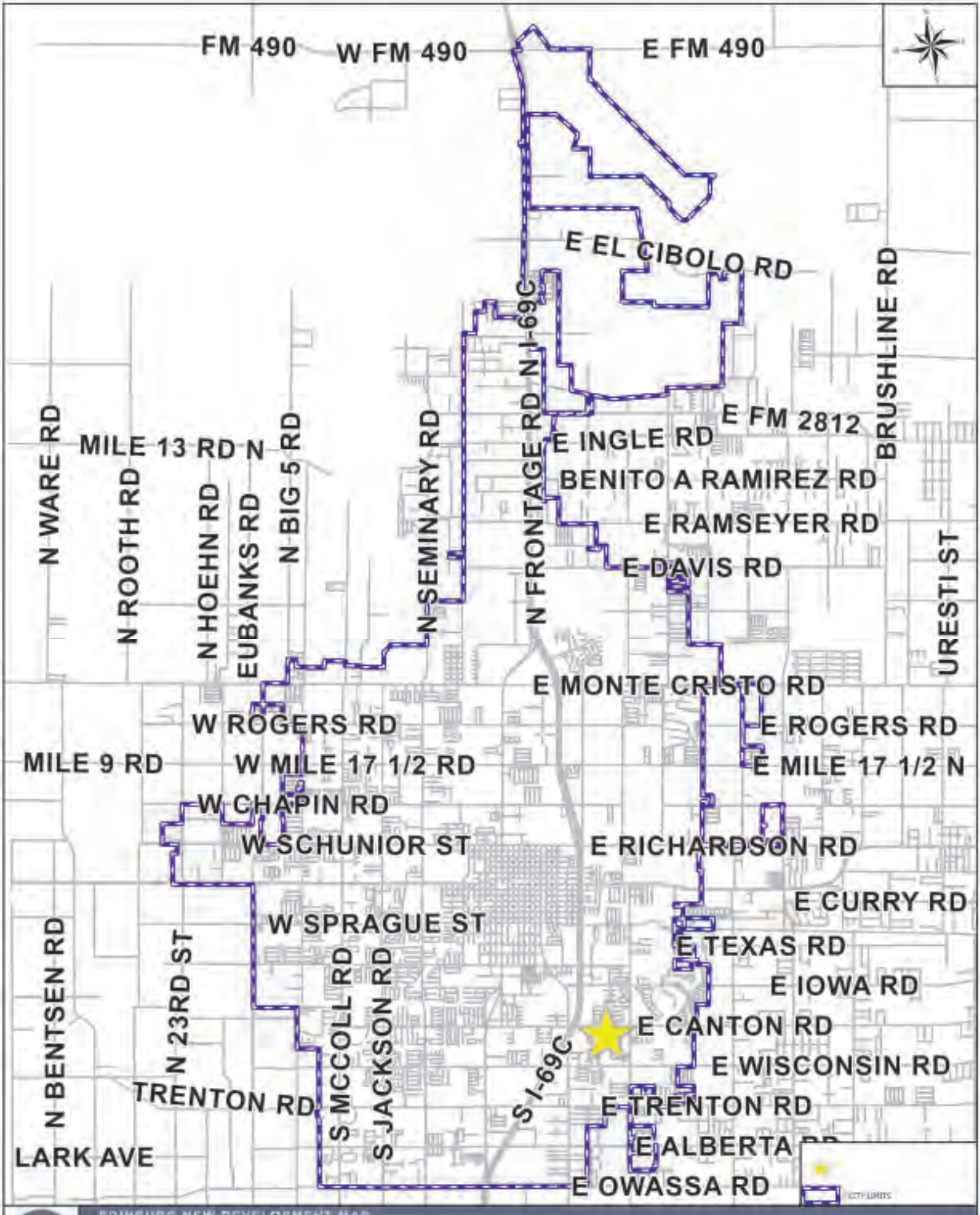
1. The property is currently zoned Agriculture and Open Space (AO) District, which is typically rural in character and is intended to support agriculture and agriculture-supported uses.

2. Adjacent zoning is Residential, Primary (RP) District to the north, Agriculture and Open Space (AO) District and Residential, Primary (RP) District to the east, with a drainage ditch to the south and west.

3. The proposed zoning is inconsistent with the Future Land Use Plan.

Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District based on adjacent zoning districts and density. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

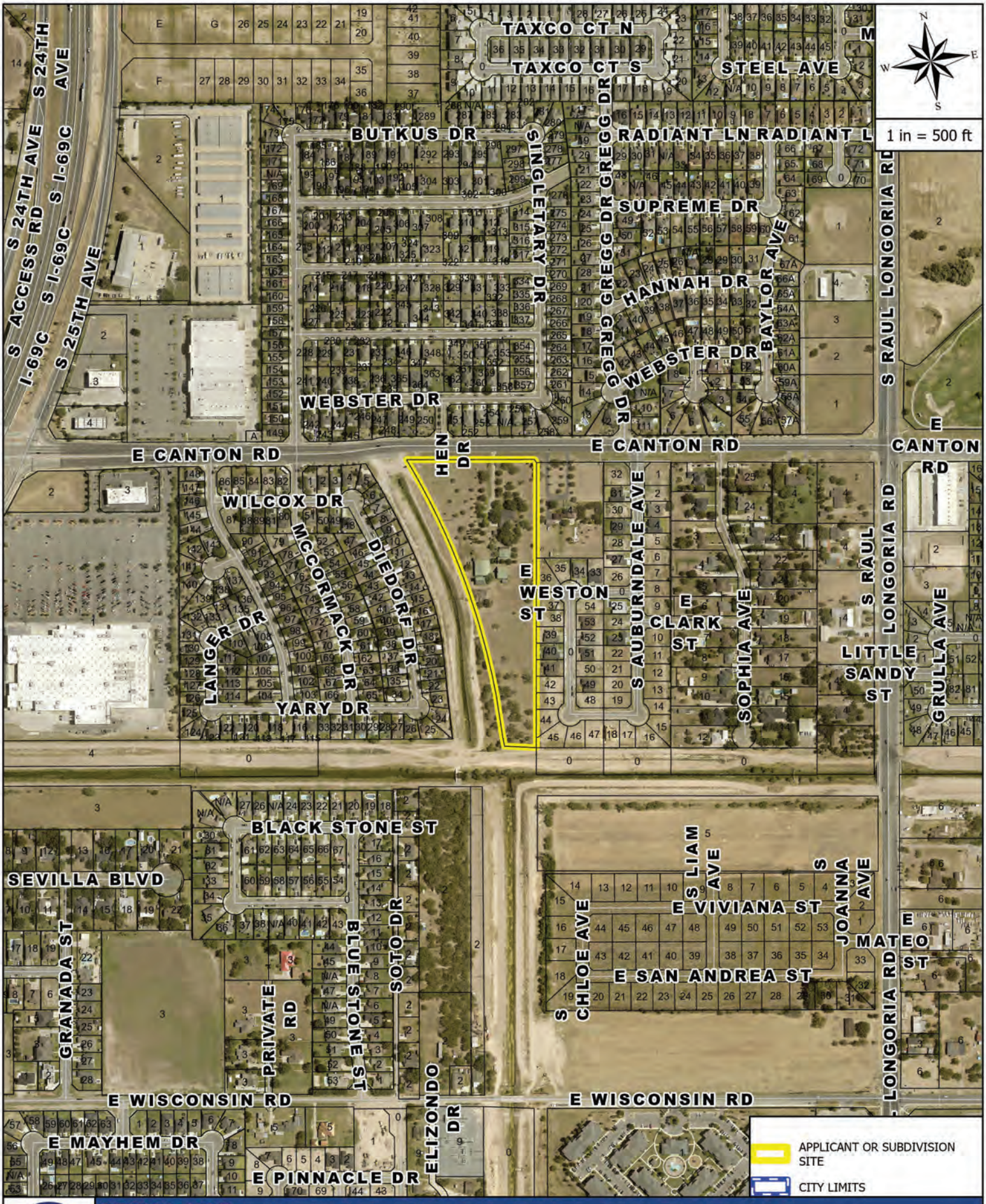
Staff mailed a notice of the public hearing to 102 neighboring property owners on Friday, November 1, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on November 13, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

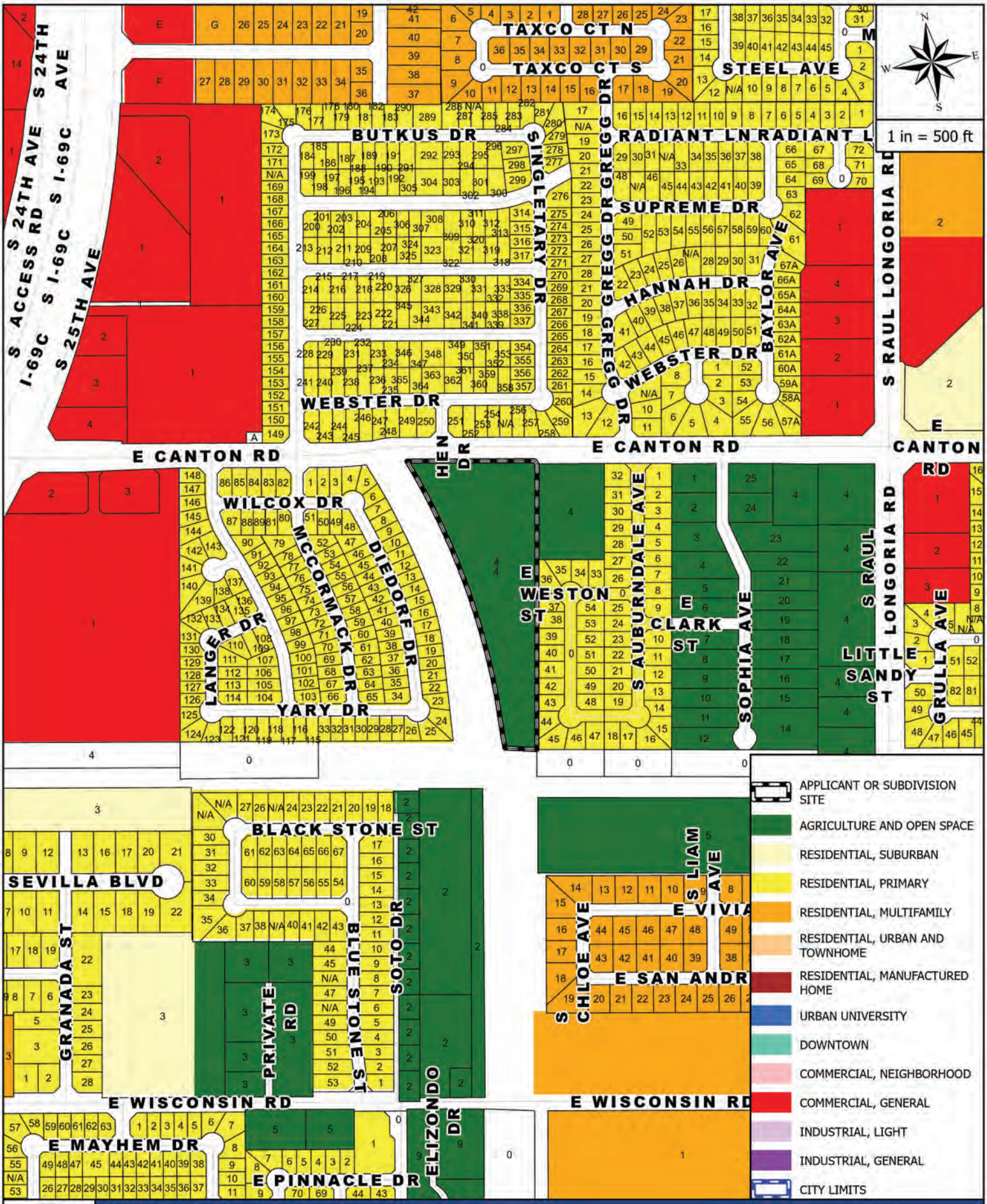
RZNE-2024-0242 2020 E CANTON RD - RIO DELTA ENGINEERING



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

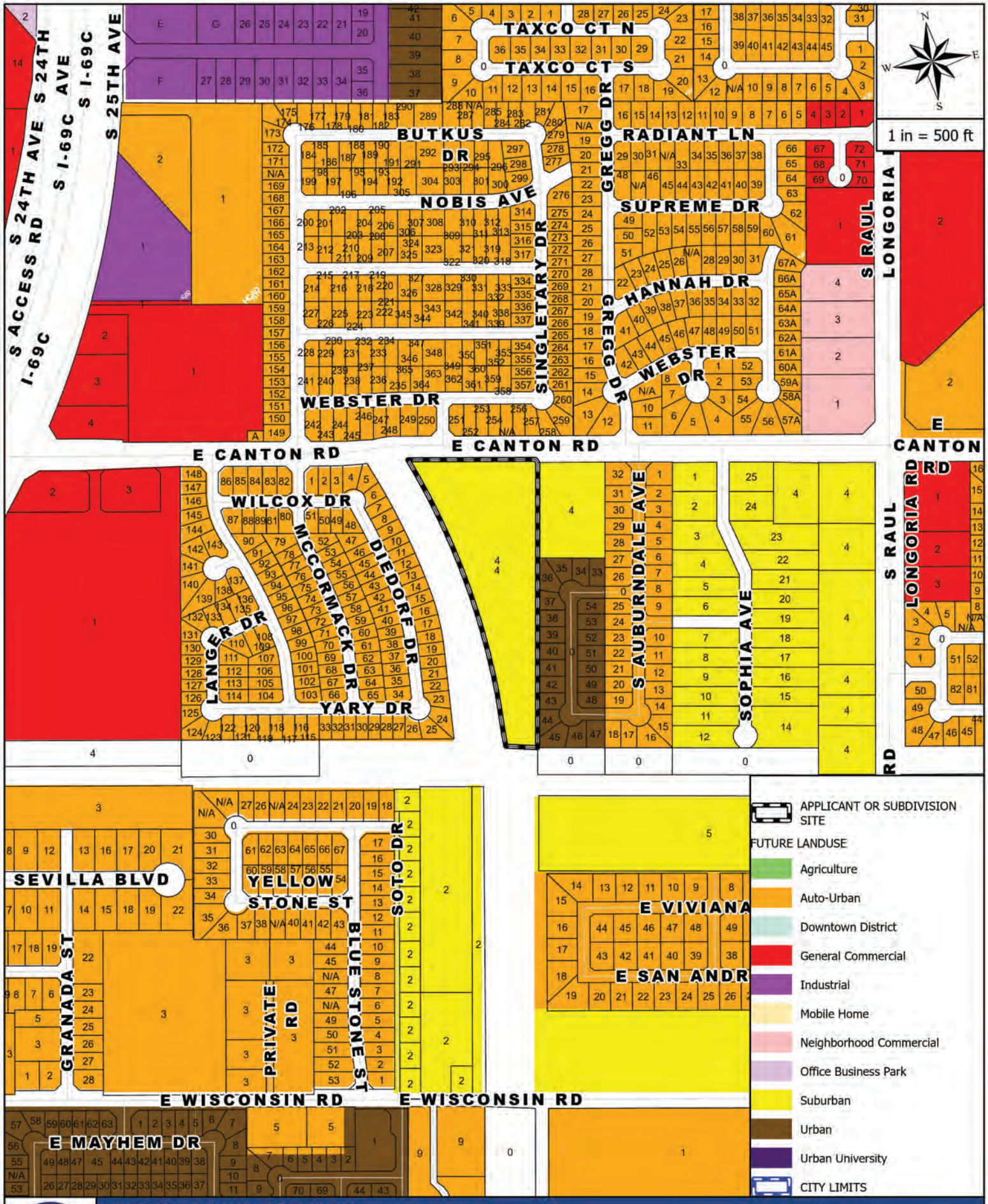
RZNE-2024-0242 2020 E CANTON RD - RIO DELTA ENGINEERING



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

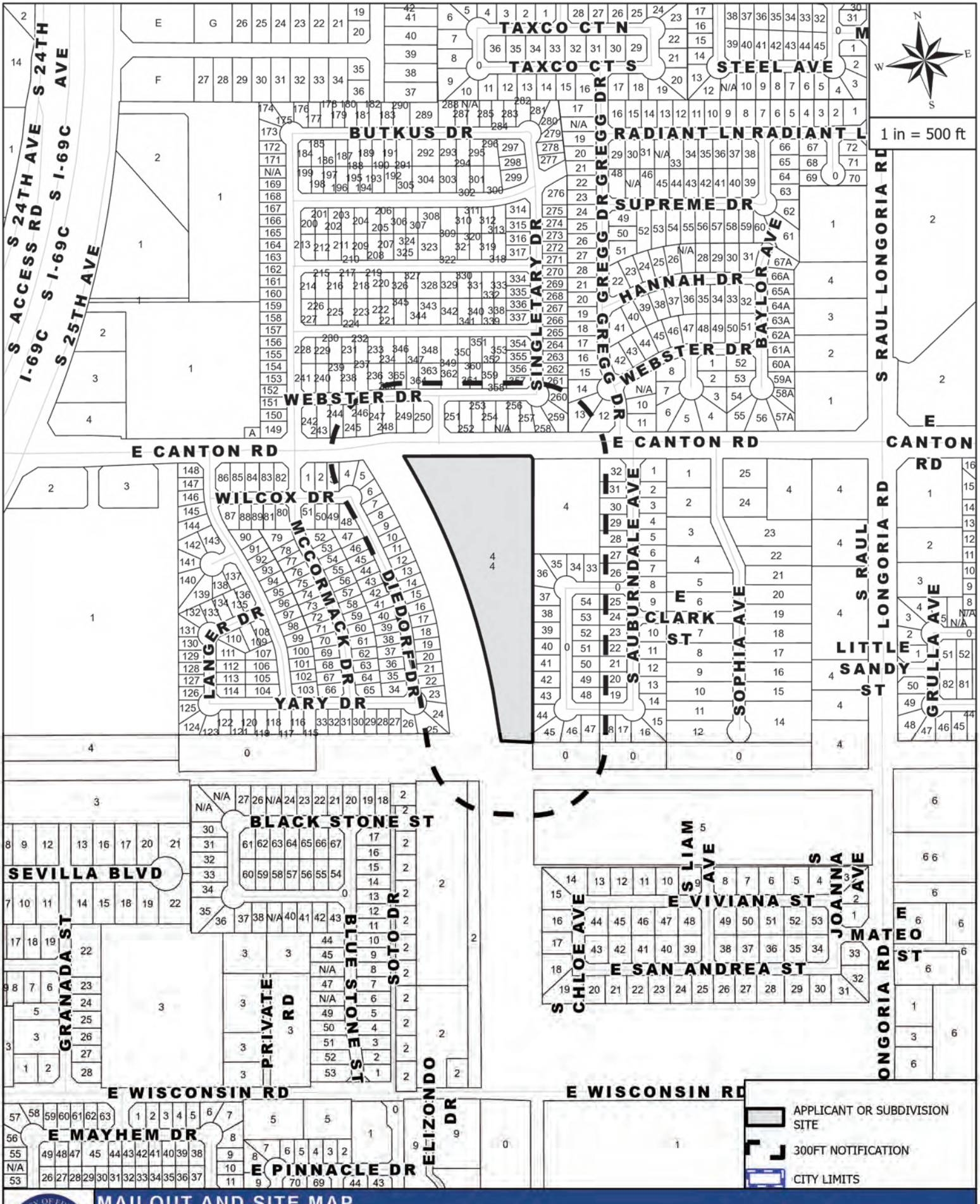
RZNE-2024-0242 2020 E CANTON RD - RIO DELTA ENGINEERING



FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0242 2020 E CANTON RD - RIO DELTA ENGINEERING



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0242 2020 E CANTON RD - RIO DELTA ENGINEERING

Rezoning Request Site Photo

Rio Delta Engineering on behalf of Peter S. Julian and
Miguel A. Zuniga
2020 East Canton Road



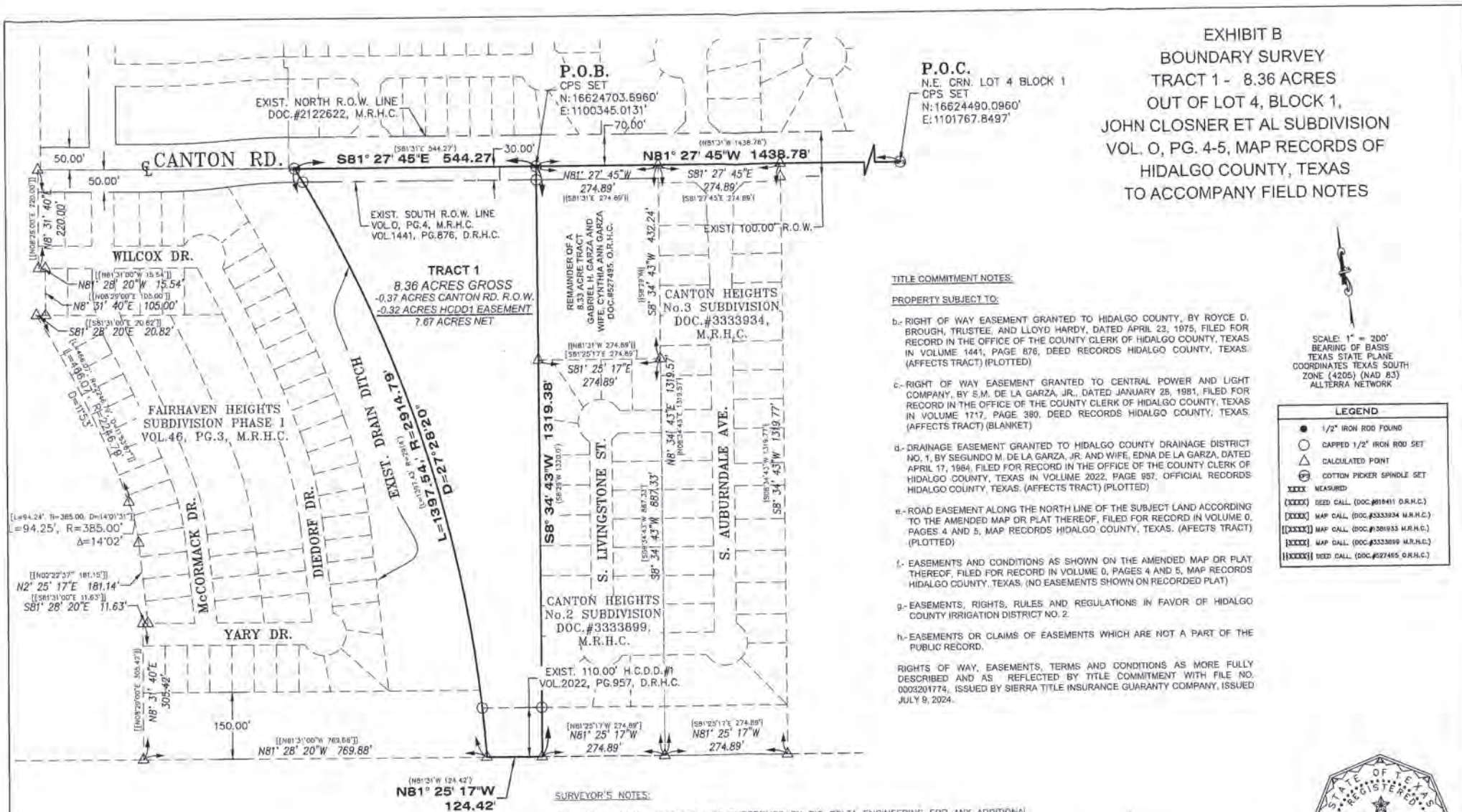


EXHIBIT B
BOUNDARY SURVEY
TRACT 1 - 8.36 ACRES
OUT OF LOT 4, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION VOL. O, PG. 4-5, MAP RECORDS OF HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES

SCALE: 1" = 200'
BEARING OF BASIS
TEXAS STATE PLANE
COORDINATES TEXAS SOUTH
ZONE (4205) (NAD 83)
ALLTERRA NETWORK

LEGEND	
●	1/2" IRON ROD FOUND
○	CAPPED 1/2" IRON ROD SET
△	CALCULATED POINT
PK	COTTON PICKER SPINDLE SET
XXXX	MEASURED
(XXXX)	DEED CALL. (DOC.#818411 O.R.H.C.)
[XXXX]	MAP CALL. (DOC.#3333934 M.R.H.C.)
[(XXXX)]	MAP CALL. (DOC.#1361933 M.R.H.C.)
{XXXX}	MAP CALL. (DOC.#3333899 M.R.H.C.)
||XXXX||	DEED CALL. (DOC.#527495 O.R.H.C.)

TITLE COMMITMENT NOTES:

PROPERTY SUBJECT TO:

b.- RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY, BY ROYCE D. BROUGH, TRUSTEE, AND LLOYD HARDY, DATED APRIL 23, 1975, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1441, PAGE 876, DEED RECORDS HIDALGO COUNTY, TEXAS. (AFFECTS TRACT) (PLOTTED)

c.- RIGHT OF WAY EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY, BY S.M. DE LA GARZA, JR., DATED JANUARY 28, 1981, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 1717, PAGE 380, DEED RECORDS HIDALGO COUNTY, TEXAS. (AFFECTS TRACT) (BLANKET)

d.- DRAINAGE EASEMENT GRANTED TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, BY SEGUNDO M. DE LA GARZA, JR. AND WIFE, EDNA DE LA GARZA, DATED APRIL 17, 1984, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS IN VOLUME 2022, PAGE 957, OFFICIAL RECORDS HIDALGO COUNTY, TEXAS. (AFFECTS TRACT) (PLOTTED)

e.- ROAD EASEMENT ALONG THE NORTH LINE OF THE SUBJECT LAND ACCORDING TO THE AMENDED MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 0, PAGES 4 AND 5, MAP RECORDS HIDALGO COUNTY, TEXAS. (AFECTS TRACT) (PLOTTED)

f.- EASEMENTS AND CONDITIONS AS SHOWN ON THE AMENDED MAP OR PLAT THEREOF, FILED FOR RECORD IN VOLUME 0, PAGES 4 AND 5, MAP RECORDS HIDALGO COUNTY, TEXAS. (NO EASEMENTS SHOWN ON RECORDED PLAT)

g.- EASEMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 2.

h.- EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD.

RIGHTS OF WAY, EASEMENTS, TERMS AND CONDITIONS AS MORE FULLY DESCRIBED AND AS REFLECTED BY TITLE COMMITMENT WITH FILE NO. 0003201774, ISSUED BY SIERRA TITLE INSURANCE GUARANTY COMPANY, ISSUED JULY 9, 2024.

SURVEYOR'S NOTES:

1.) NO ADDITIONAL RESEARCH WAS PERFORMED BY RIO DELTA ENGINEERING FOR ANY ADDITIONAL EASEMENT(S) OR BUILDINGS LINES WHICH MAY OR MAY NOT AFFECT THE SUBJECT TRACT.

2.) THE PROPERTY SHOWN IS IN ZONE B AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON FIRM MAP NO.480334 0425C, DATED NOVEMBER 16, 1982.

I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE, THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING JULY, 2024, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

8/10/2024

IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496

DATE

STATE OF TEXAS
REGISTERED
IVAN GARCIA
6496
PROFESSIONAL
LAND SURVEYOR

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE, EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DATE:	JULY, 2024
PROJECT:	SUB 24 034
PAGE:	2 OF 2

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE #

Date: October 8, 2024

1. Property Owner (required): PETER S. JULIAN & MIGUEL A. ZUNIGA 2. Phone: (917) 319-9716
3. Mailing Address: 10 WEST 15TH STREET, PENTHOUSE E
4. City: NEW YORK State: NEW YORK Zip: 10011
5. Owner's Email: _____ 6. Cell No. _____
7. Agent (not owner): RIO DELTA ENGINEERING 8. Agent's Phone: 956-380-5152
9. Agent's Mailing Address: 921 S. 10TH AVENUE
10. City: EDINBURG State: TEXAS Zip: 78539
11. Agent's Email: EDINBURG@RIODELTAENGINEERING.COM
12. Address/Location being Rezoned: 2020 E CANTON RD. EDINBURG TEXAS 78542
13. Legal Description of Property: 14. Property ID(s): 199505

BEING A 8.36 ACRES TRACT OF LAND, MORE OR LESS, OUT OF LOT 4, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, HIDALGO COUNTY, TEXAS, RECORDED VOLUME O, PAGES 4-5, MAP RECORDS OF HIDALGO COUNTY, TEXAS

15. Zone Change: From: AO - Agriculture/Open Space To: RU - Residential, Urban & Townhome
16. Existing Land Use: VACANT
17. Reason for Zone Change: TOWNHOMES DEVELOPMENT

PETER S. JULIAN _____

MIGUEL A. ZUNIGA _____

(Please Print Name) Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

*INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.

PID: 687657 ALANIS ARLENE
2956 DEIDORF DR
EDINBURG, TX 78542-4094

PID: 1462319 ALMANZA ADRIAN GERARDO ZAMORA & BRENDA SELENNE CRUZ
914 SAN JOSE ST
SAN JUAN, TX 78589-4066

PID: 790643 ANZALDUA JANIE
PO BOX 157
EDINBURG, TX 78540

PID: 1462332 ARGO CONSTRUCTION LLC
2425 E 6TH AVE
MISSION, TX 78572-1962

PID: 1462464 ARIANYS CONSTRUCTION LLC
517 N 5TH ST
DONNA, TX 78537-4801

PID: 1462470 ARIVA LTD
401 E HILLSIDE
LAREDO, TX 78041-3275

PID: 1462315 ARIVA LTD
401 E HILLSIDE
LAREDO, TX 78041-3275

PID: 1462316 ARIVA LTD
401 E HILLSIDE
LAREDO, TX 78041-3275

PID: 1462318 ARIVA LTD
401 E HILLSIDE
LAREDO, TX 78041-3275

PID: 1462322 ARIVA LTD
401 E HILLSIDE
LAREDO, TX 78041-3275

PID: 1462330 ASECAP LLC
1106 DOVER ST
MISSION, TX 78572-6936

PID: 1462323 ASECAP LLC
1106 DOVER ST
MISSION, TX 78572-6936

PID: 687647 BELMONTE DAVID & GLORIA ESTELLA
1624 OWEN CIR
EDINBURG, TX 78542-2052

PID: 790646 BELTRAN SERATNA G
2002 WEBSTER DR
EDINBURG, TX 78542-4634

PID: 697902 BORJAS MARIO A & LETICIA C MARTINEZ
2723 GREGG DR
EDINBURG, TX 78542-4894

PID: 1462320 BUCHELI JUAN PALACIOS
3019 S LIVINGSTON ST
EDINBURG, TX 78542-6150

PID: 1462326 BURKHOLDER CONSTRUCTION CORPORATION
4224 N MCCOLL RD APT 2203
MCALLEN, TX 78504-4481

PID: 707162 CAMARILLO LAURA & GREGORIO ROMAN
1833 WEBSTER DR
EDINBURG, TX 78542-4601

PID: 1462440 CANTON HEIGHTS SUBDIVISION HOA INC
1106 GOODRICH DR
EDINBURG, TX 78539-2704

PID: 1462312 CANTON HEIGHTS SUBDIVISION HOA INC
1106 GOODRICH DR
EDINBURG, TX 78539-2704

PID: 687640 CANTU JUAN LUIS
2802 DIEDORF DR
EDINBURG, TX 78542-2023

PID: 790653 CASTORENA ANA P
2704 SINGLETERRY DR
EDINBURG, TX 78542-4639

PID: 1462325 CHARCO LAND SALES LLC
4320 UNIVERSITY BLVD
LAREDO, TX 78041-1934

PID: 687642 CUELLAR MARIZA MOLINA
2806 DIEDORF DR
EDINBURG, TX 78542-2023

PID: 1462314 DE PEREZ HILDA RUIZ
2113 E WESTON ST
EDINBURG, TX 78542-6156

PID: 1462458 DILLOW KENNETH TODD
PO BOX 968
SAN JUAN, TX 78589-0968

PID: 1462334 DREAM HOMES CONSTRUCTION LLC
232 YELLOWFIN AVE
PHARR, TX 78577

PID: 790649 ESPARZA DEREK & ILSE V
2008 WEBSTER DR
EDINBURG, TX 78542-4634

PID: 687639 GARCIA GEORGE MARTINEZ
1825 WILCOX DR
EDINBURG, TX 78542-4093

PID: 687656 GARCIA MARLENE
2948 DEIDORF DR
EDINBURG, TX 78542-4094

PID: 790647
NO DATA.

PID: 790754 CARDENAS RAYMUNDO C & MICA Y
1909 WEBSTER DR
EDINBURG, TX 78542-4625

PID: 707171 CASTORENA MARTHA Z NAJERA
1810 WEBSTER DR
EDINBURG, TX 78542-4600

PID: 1462317 CISNEROS GUSTAVO & ANGELICA M
933 AMY ST
GARDEN CITY, KS 67846-5369

PID: 707174 DAVILA CLARISSA
1828 WEBSTER DR
EDINBURG, TX 78542-4600

PID: 1462465 DIAZ SHALOM VIDA
2012 GOLDEN CREEK LN
RICHMOND, TX 77469-4269

PID: 697900 DORIA JOE DANIEL & JANEL
2735 GREGG DR
EDINBURG, TX 78542-4894

PID: 687649 ESCALERA ADOLFO & MARIA ISABEL M
2846 DIEDORF DR
EDINBURG, TX 78542-2023

PID: 199660 GARCIA GEORGE
2003 E WISCONSIN RD
EDINBURG, TX 78542-4604

PID: 790757 GARCIA JUAN III
1905 WEBSTER DR
EDINBURG, TX 78542-4625

PID: 790642 GARCIA OLGA AMPARO
1904 WEBSTER DR
EDINBURG, TX 78542-4633

PID: 1462329
NO DATA.

PID: 687637 GARCIA RAUL N & YOLANDA Z
1815 WILCOX DR
EDINBURG, TX 78542-4093

PID: 199503 GARZA GABRIEL H & CYNTHIA A
2026 E CANTON RD
EDINBURG, TX 78542-6760

PID: 1462468 GARZA GABRIEL HOMAR & CYNTHIA ANN
2026 E CANTON RD
EDINBURG, TX 78542-6760

PID: 707163 GARZA JAVIER & ERIC
1827 WEBSTER DR
EDINBURG, TX 78542-4601

PID: 1462321 GARZA JOSE A & ESMERALDA
PO BOX 1289
EDINBURG, TX 78540

PID: 1462459 GOLD STONE DREAM HOMES LLC
7000 LOMA LINDA ST
PALMVIEW, TX 78572-1833

PID: 790648 GONZALEZ MARCELA
2006 WEBSTER DR
EDINBURG, TX 78542-4634

PID: 790644 GURROLA JOSE ANTONIO JR
1910 WEBSTER DRIVE
EDINBURG, TX 78542-4633

PID: 687650 HERRERA CLAUDIA GUERRA
2854 DIEDORF DR
EDINBURG, TX 78542-2023

PID: 1462439 HIDALGO COUNTY DRAINAGE DIST NO. 1
902 N DOOLITTLE RD
EDINBURG, TX 78542

PID: 1462311 HIDALGO COUNTY DRAINAGE DIST NO. 1
902 N DOOLITTLE RD
EDINBURG, TX 78542

PID: 1462472 HOMES BY INNOVATIVE LLC
2903 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-9668

PID: 707173 INFANTE SERGIO NESTOR SALAS
1822 WEBSTER DR
EDINBURG, TX 78542-4600

PID: 1462331 ISIMA CONSTRUCTION LLC
2425 E 6TH AVE
MISSION, TX 78572-1962

PID: 1462333 ISIMA CONSTRUCTION LLC
2425 E 6TH AVE
MISSION, TX 78572-1962

PID: 1462313 ISIMA CONSTRUCTION LLC
2425 E 6TH AVE
MISSION, TX 78572-1962

PID: 199505 JULIAN PETER S & MIGUEL ZUNIGA
10 W 15TH ST
PH E
NEW YORK, NY 10011-6833

PID: 199495 JULIAN PETER S & MIGUEL ZUNIGA
10 W 15TH ST
PH E
NEW YORK, NY 10011-6833

PID: 199508 LABADOR GUADALUPE
1601 NORA DR
EDINBURG, TX 78539-6613

PID: 687641 LARA MARIA ALICIA
2712 DIEDORF DR
EDINBURG, TX 78542-2016

PID: 1462324 LCBA CONSTRUCTION LLC
3101 S BLUEBONNET ST
PHARR, TX 78577-9724

PID: 1462471 LIMON MERLIDA & YESENIA JANET GONZALEZ
2807 S AUBURNDALE AVE
EDINBURG, TX 78542

PID: 687644 MALDONADO YVONNE & ANDRES
2810 DIEDORF DR
EDINBURG, TX 78542-2023

PID: 790650 MORA SANDRA ANN & ANDRES DEL FIERRO
2010 WEBSTER DR
EDINBURG, TX 78542-4634

PID: 687653 NGUYEN FERRARI-CUONG & HIEN T TRAN
2924 DIEDORF DR
EDINBURG, TX 78542-4094

PID: 687638 PEDROZA ESPERANZA & INOCENTE VASQUEZ
1821 WILCOX DR
EDINBURG, TX 78542-4093

PID: 790750 PONCE LUIS ENRIQUE & BEATRIZ
2005 WEBSTER DR
EDINBURG, TX 78542-4626

PID: 1462460 R B B A INVESTMENTS LLC
7017 N 10TH ST STE N 2 NO 372
MCALLEN, TX 78504

PID: 687659 REBOLLOZO GILBERTO
1409 N MAIN ST
MCALLEN, TX 78501-4335

PID: 1462467 RODRIGUEZ ESDRAS HEBERTO LOPEZ
1712 N 6TH ST
MCALLEN, TX 78501-2216

PID: 687652 LEAL MARGARET & JULIO CASTILLO
2916 DIEDORF
EDINBURG, TX 78542-4094

PID: 687654 MACIAS MARIA TERESA
2932 DIEDORF DR
EDINBURG, TX 78542-4094

PID: 790641 MORA MATILDE & NIEVES VILLA
1902 WEBSTER DR
EDINBURG, TX 78542

PID: 790753 NAVARRETE CHRISTOPHER
1911 WEBSTER DR
EDINBURG, TX 78542-4625

PID: 790751 PATLAN RUBEN & MARIA MARTINEZ
2003 WEBSTER DR
EDINBURG, TX 78542-4626

PID: 1462462 PETERSON BRUCE DALE & SANDRA MARTINEZ
12632 LAUREL ST APT A
SAN DIEGO, CA 92040-2105

PID: 790749 PUENTE JESUS C & ALMA A
2705 SINGLETARY DR
EDINBURG, TX 78542-0373

PID: 790652 RAMOS DAVID & MARIA L
2706 SINGLETARY DR
EDINBURG, TX 78542-4639

PID: 687643 RODRIGUEZ CASEY JEREMIAH & RICARDO M RODRIGUEZ
2728 DIEDORF
EDINBURG, TX 78542-2016

PID: 687645 RODRIGUEZ MARIA
2814 DIEDORF DR
EDINBURG, TX 78542-2023

PID: 1462469 RODRIGUEZ-GONZALEZ JAIME & DELMA ACOSTA-GONZALEZ

2819 S AUBURNDALE AVE

EDINBURG, TX 78542

PID: 199663 SALINAS PEDRO

3308 SOTO DR

EDINBURG, TX 78542-6446

PID: 1462328 SANCHEZ AMADEO & IRENE Y

4504 E CURRY RD

EDINBURG, TX 78542-5522

PID: 707175 SOBECKY KIM I & RICHARD J MARCKLINGER

1834 WEBSTER DR

EDINBURG, TX 78542-4600

PID: 687658 SOSA CHRISTINA M & RICARDO ANCHONDO

2958 DIEDORF DR

EDINBURG, TX 78542-4094

PID: 790645 TOLDOS LLC

302 E BUSINESS HWY 83 SUITE 3

SAN JUAN, TX 78589

PID: 687646 TREJO CELIA

2822 DIEDORFT DR

EDINBURG, TX 78542

PID: 687651 TREVINO ESPERANZA & KRISTEN GUTIERREZ

10096 BOSTON ST

EDINBURG, TX 78539

PID: 790651 VALLEJO MICHAEL

2708 SINGLETARY DR

EDINBURG, TX 78542-4639

PID: 790752 VILLANUEVA JOHN A & ESMERALDA VALADEZ

193 WEBSTER DR

EDINBURG, TX 78542

PID: 1462327 ROMERO JAVIER ALBERTO GARZA

50001 MILE 1 W

MERCEDES, TX 78570-5908

PID: 1462461 SALINAS RENE ROLANDO & PRISCILLA LOMAS

2704 BAYLOR AVE

EDINBURG, TX 78542-4495

PID: 687655 SERNA JENNIFER LEE

708 DRENNAN ST

EDINBURG, TX 78541-4236

PID: 687648 SOLDAN ARMANDO & MARIA M

2838 DIEDORF DR

EDINBURG, TX 78542-2023

PID: 1462466 TEXAS KEY NUILDERS LLC

719 W ESPERANZA AVE

MCALLEN, TX 78501-2052

PID: 790756 TORRES MATTHEW A & JESSICA G CANISALEZ

1903 WEBSTER DR

EDINBURG, TX 78542-4625

PID: 1462463 TREVINO DIEGO

3013 S AUBURNDALE AVE

EDINBURG, TX 78542-6146

PID: 697901 VALDEZ OMAR J & SANDRA E MURILLO

2729 GREGG DR

EDINBURG, TX 78542-4894

PID: 790755 VARGAS JESUS & CRYSTAL LOPEZ

1907 WEBSTER DR

EDINBURG, TX 78542-4625

PID: 707172 WENDEL JUSTIN

1816 WEBSTER DR

EDINBURG, TX 78542-4600

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, BEING A 8.36 ACRES TRACT OF LAND, MORE OR LESS, OUT OF LOT 4, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, LOCATED AT 2020 EAST CANTON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Being a 8.36 Acres Tract of Land, More or Less, Out of Lot 4, Block 1, John Closner Et Al Subdivision, Located at 2020 East Canton Road, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 14, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on December 3, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture and Open Space (AO) District to Residential, Urban & Townhome (RU) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture and Open Space (AO) District and added to Residential, Urban & Townhome (RU) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City

Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of December 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF BEING A 8.36 ACRES TRACT OF LAND, MORE OR LESS, OUT OF LOT 4, BLOCK 1, JOHN CLOSNER ET AL SUBDIVISION, LOCATED AT 2020 EAST CANTON ROAD, SHOULD BE FOR URBAN UNIVERSITY USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Auto-Urban Uses to Urban University Uses; and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Auto-Urban Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for Multi-family Residential Uses. The conditions that exist are:

(1) Population growth requiring more Urban University Uses;
(2) Expansion and development of Urban University Uses.

This area, because of Edinburg's growth, should be included in those portions of the city providing support to and being compatible with other similar uses, all of which are in close

proximity to one another.

SECTION III. REPEALER CLAUSE: This ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the city council in passing this ordinance that its parts shall be severable and all other parts of this ordinance shall be severable and all other parts of this ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of December, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
PUBLIC HEARINGS
Agenda Item No: 7.C.
Rezoning Request - Marc Moran on behalf of Turquesa Construction LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Urban University Uses and the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District, a 2.00 Acre Tract of Land Being the East 2.00 Acres of the West 2.68 Acres, More or Less, of the South One-half of Lot eight, Section Two Hundred Forty-four, Texas- Mexican Railway Company's Survey, Located at 501 East Rogers Road, as Requested by Marc Moran on Behalf of Turquesa Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the north side of East Rogers Road, approximately 1,200 feet east of North Business Highway 281. The property has 132 feet of frontage along East Rogers Road and a lot depth of 660 feet for a total lot area of 2.00 acres (gross). The requested zoning designation is the Residential, Urban & Townhome (RU) District, which is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing. The applicant is seeking a zone change to establish a new townhome development at this location.

Adjacent zoning is Residential, Suburban (RS) District in all directions. Adjacent land uses are low-density single-family residential uses and vacant land. Surrounding land uses consist of single-family residential uses, multi-family residential uses, institutional uses, and vacant land. The future land use designation is for Auto-Urban Uses.

A rezoning request for this property was recommended for denial at the August 13, 2024, Planning and Zoning Commission Meeting. Staff mailed a notice of the public hearing to 38 neighboring property owners on Friday, November 1, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published on November 13, 2024.

On November 6, 2024, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area may not support the proposed development.

The Planning & Zoning Commission recommended with a vote of 4-3 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban and Townhome (RU) District, based on adjacent zoning districts, land uses, and densities in the area. The proposed use is also not consistent with our updated Future Land Use Map. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire

protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:		**Prepared by:**
Jesus Saenz, Assistant City Manager	Final Approval - 11/26/2024	Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 11/14/24
CITY COUNCIL –12/03/24
DATE PREPARED – 11/04/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Residential, Suburban (RS) District to Residential, Urban and Townhome (RU) District

APPLICANT: Turquesa Construction LLC

AGENT: Marc Moran

LEGAL: A 2.00 Acre Tract of Land Being the East 2.00 Acres of the West 2.68 Acres, More or Less, of the South one-half of Lot eight, Section two hundred forty-four, Texas-Mexican Railway Company's Survey

LOCATION: 501 East Rogers Road

LOT/TRACT SIZE: 2.00 acres (gross)

CURRENT USE: Vacant Land

PROPOSED USE: Townhome development

EXISTING ZONING: Residential, Suburban (RS) District

ADJACENT ZONING:
North – Residential, Suburban (RS) District
South – Residential, Suburban (RS) District
East – Residential, Suburban (RS) District
West – Residential, Suburban (RS) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and North Alamo Water Supply Corporation Water

RECOMMENDATION: Staff recommends denial of the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban and Townhome (RU) District

REZONING REQUEST
MARC MORAN

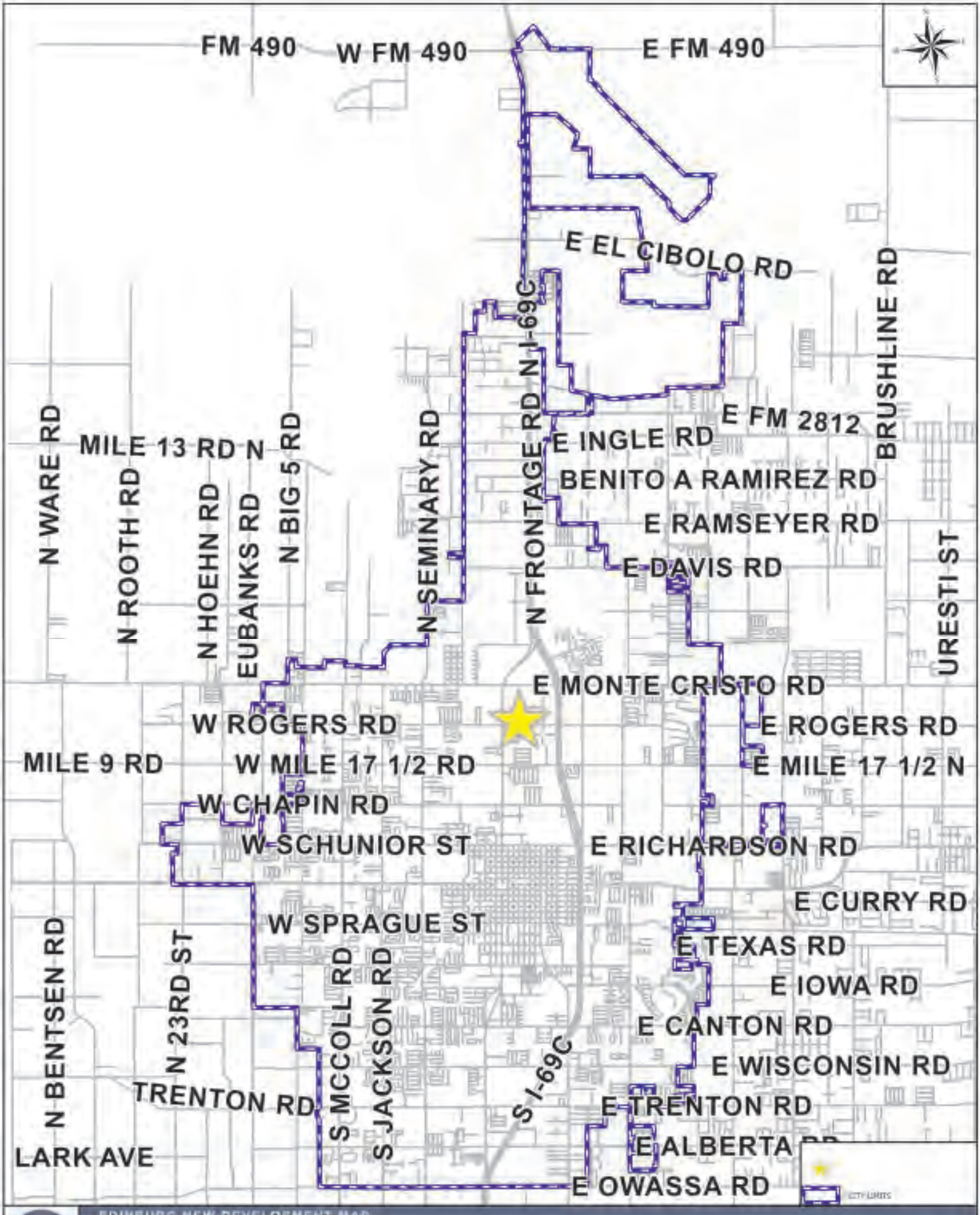
EVALUATION

The following is staff's evaluation of the request:

1. Adjacent zoning is Residential, Suburban (RS) District in all directions
2. Adjacent land uses are low-density single-family residential uses and vacant land.
3. Surrounding land uses consist of single-family residential uses, multi-family residential uses, institutional uses, and vacant land
4. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends denial of the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban and Townhome (RU) District, based on adjacent zoning districts, land uses, and densities in the area. The proposed use is also not consistent with our updated Future Land Use Map. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

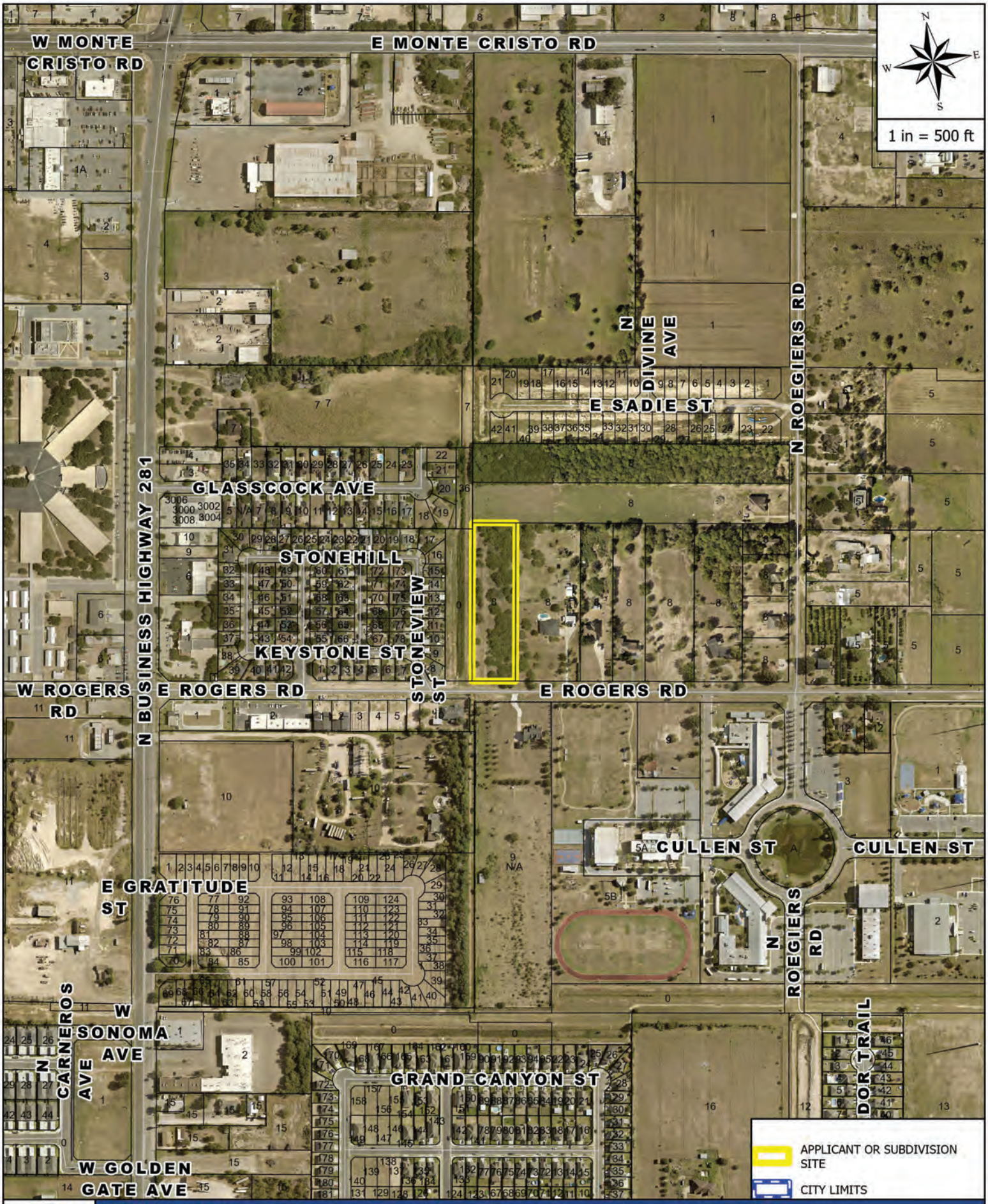
Staff mailed a notice of the public hearing to 38 neighboring property owners on Friday, November 1, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published on November 13, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

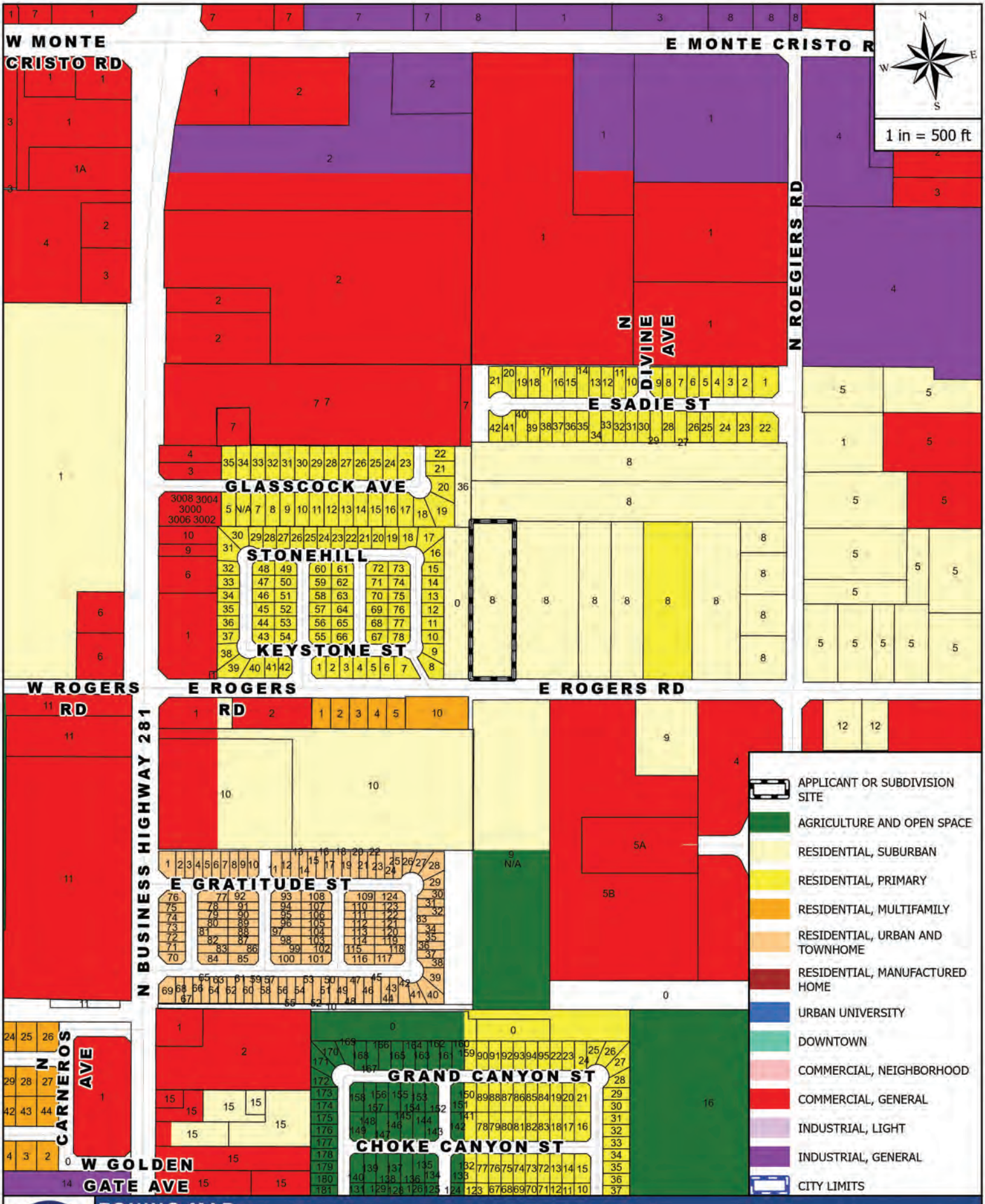
RZNE-2024-0244_501 E ROGERS RD_MARC MORAN



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

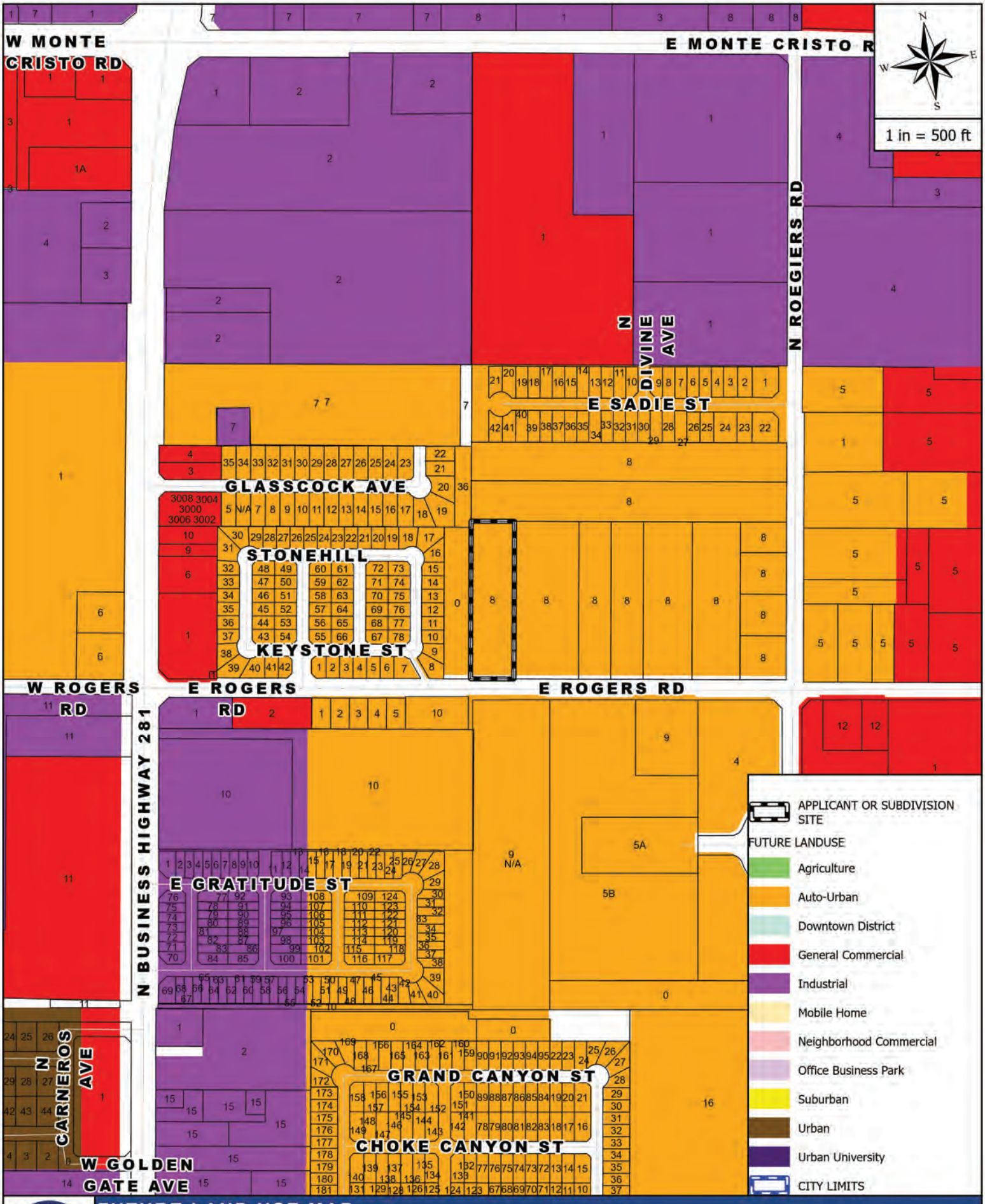
RZNE-2024-0244_501 E ROGERS RD_MARC MORAN



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

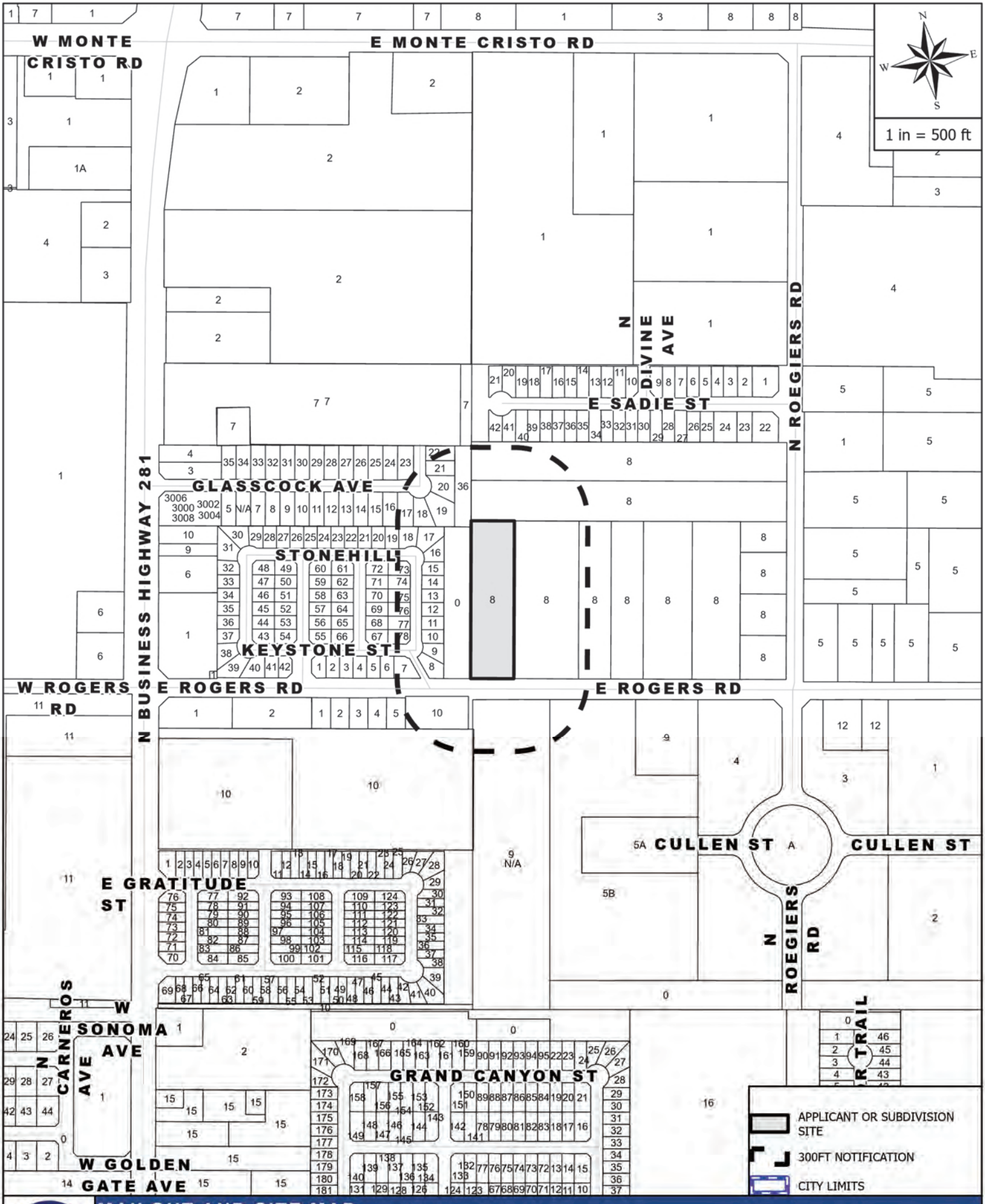
RZNE-2024-0244_501 E ROGERS RD_MARC MORAN



FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0244_501 E ROGERS RD_MARC MORAN



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

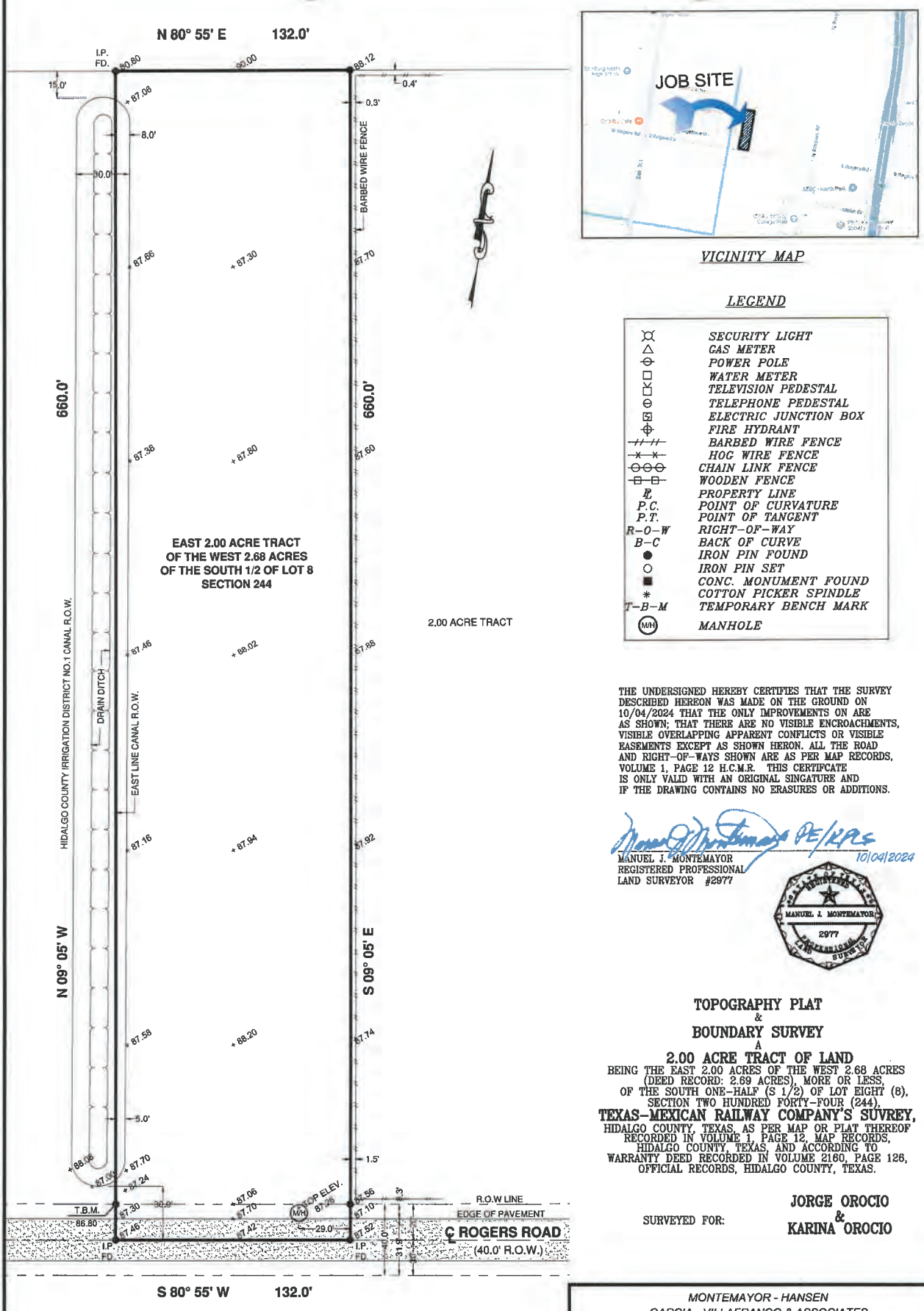
RZNE-2024-0244_501 E ROGERS RD_MARC MORAN

Rezoning Request Site Photo

Marc Moran on behalf of Turquesa Construction LLC.

501 East Rogers Road





VICINITY MAP

LEGEND

	SECURITY LIGHT
	GAS METER
	POWER POLE
	WATER METER
	TELEVISION PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC JUNCTION BOX
	FIRE HYDRANT
	BARBED WIRE FENCE
	HOG WIRE FENCE
	CHAIN LINK FENCE
	WOODEN FENCE
℄	*PROPERTY LINE*
P.C.	*POINT OF CURVATURE*
P.T.	*POINT OF TANGENT*
R-O-W	*RIGHT-OF-WAY*
B-C	*BACK OF CURVE*
●	*IRON PIN FOUND*
○	*IRON PIN SET*
■	*CONC. MONUMENT FOUND*
*	*COTTON PICKER SPINDLE*
T-B-M	*TEMPORARY BENCH MARK*
M/H	*MANHOLE*

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SURVEY DESCRIBED HEREON WAS MADE ON THE GROUND ON 10/04/2024 THAT THE ONLY IMPROVEMENTS ON ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING APPARENT CONFLICTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN HERON. ALL THE ROAD AND RIGHT-OF-WAYS SHOWN ARE AS PER MAP RECORDS, VOLUME 1, PAGE 12 H.C.M.R. THIS CERTIFCATE IS ONLY VALID WITH AN ORIGINAL SINGATURE AND IF THE DRAWING CONTAINS NO ERASURES OR ADDITIONS.

MANUEL J. MONTEMAYOR PE/RPLS 10/04/2024
REGISTERED PROFESSIONAL
LAND SURVEYOR #2977

MANUEL J. MONTEMAYOR
2977
LICENSED
LAND SURVEYOR

TOPOGRAPHY PLAT
&
BOUNDARY SURVEY
A
2.00 ACRE TRACT OF LAND
BEING THE EAST 2.00 ACRES OF THE WEST 2.68 ACRES (DEED RECORD: 2.69 ACRES), MORE OR LESS, OF THE SOUTH ONE-HALF (S 1/2) OF LOT EIGHT (8), SECTION TWO HUNDRED FORTY-FOUR (244), **TEXAS-MEXICAN RAILWAY COMPANY'S SUVREY,** HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2160, PAGE 126, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SURVEYED FOR: **JORGE OROCIO & KARINA OROCIO**

COPY RIGHT NOTICE !!
COPYRIGHT 2024, MONTEMAYOR ENGINEERING, INC. 6491 PAREDES LINE ROAD, BROWNSVILLE, TEXAS 78526 MANUEL J. MONTEMAYOR, REGISTERED PROFESSIONAL LAND SURVEYOR. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF CURRENT PARTIES AND NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DAYS AFTER THIS SURVEY WAS PROVIDED.

GF. # N/A

THIS IS TO CERTIFY THAT THIS PROPERTY IS LOCATED ON FLOOD ZONE " X " AREA OF MINIMUM FLOODING AS PER FLOOD INSURANCE RATE MAP, CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, COMMUNITY PANEL NUMBER: 480334 0325 D EFFECTIVE DATE: JUNE 06, 2000

ADDRESS OF PROPERTY:
N/N ROGERS ROAD
EDINBURG, TEXAS 78541

MONTEMAYOR - HANSEN
GARCIA - VILLAFRANCO & ASSOCIATES
ENGINEERS - SURVEYORS - PLANNERS
6491 Paredes Line Road, Brownsville, TX 78526
Office: (956) 546-0671 Fax: (956) 541-8606
mjmonte6491@gmail.com www.montemayorengineering.com

Drawn by: O. CAMPA		Scale: AS SHOWN
Checked by: J.C. Ruiz	Since 1972	Date: 10/04/2024
Approved by: M. J. Montemayor		Rev. Date:
Project No. ME-27300	Firm # 13652	Sheet: 1 OF 1


TURQUESA
CONSTRUCTION LLC
Turquesa
Hills
PROJECT MANAGED BY
URSA
HOLDINGS





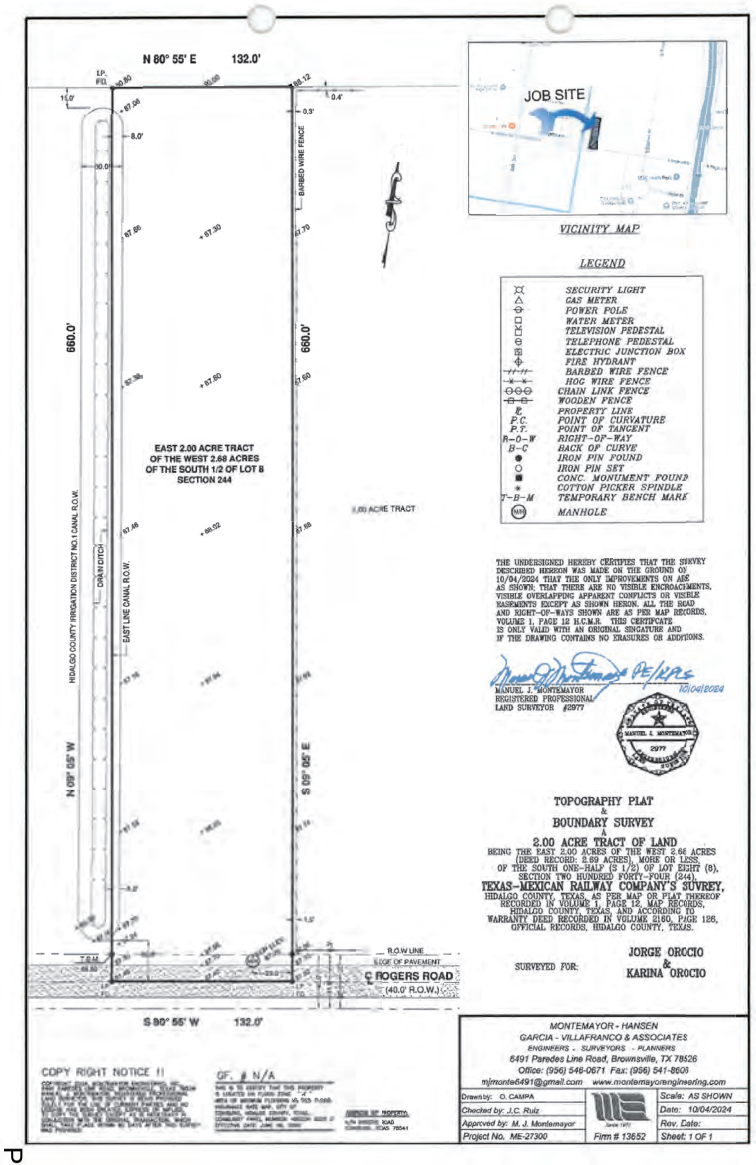


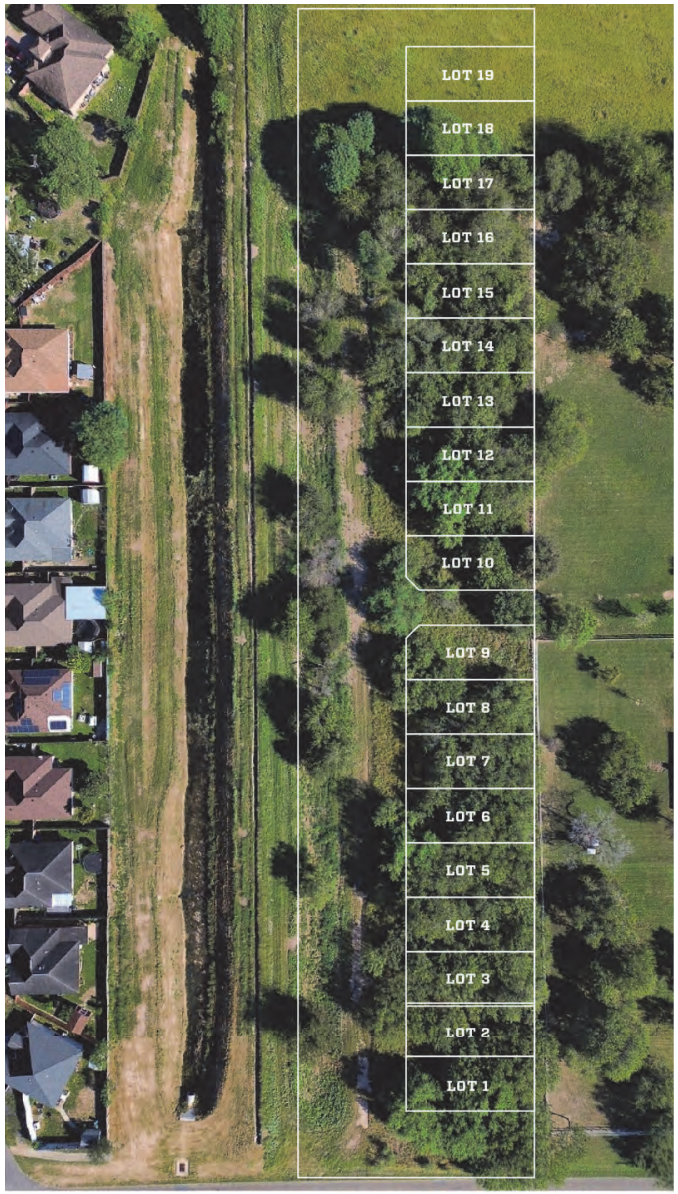






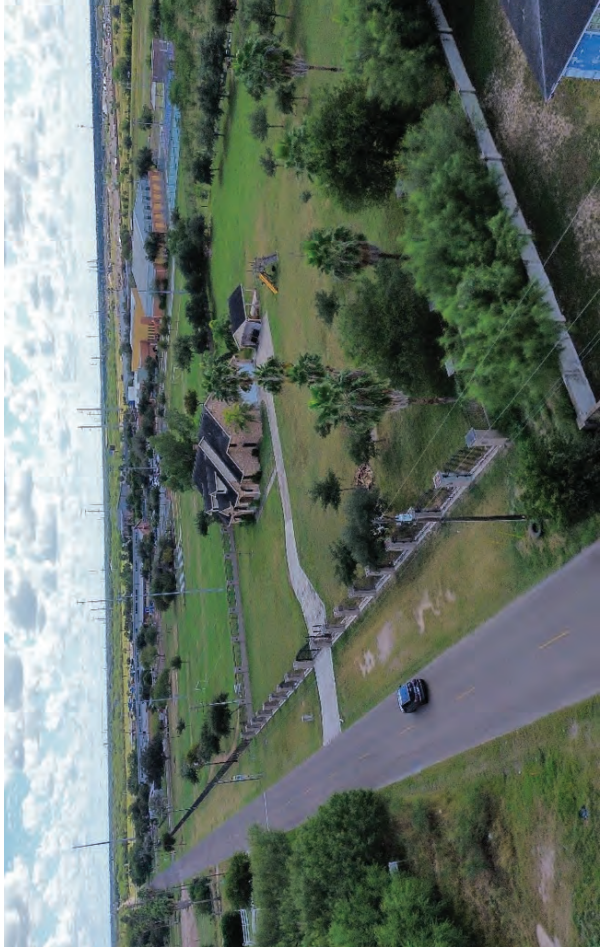






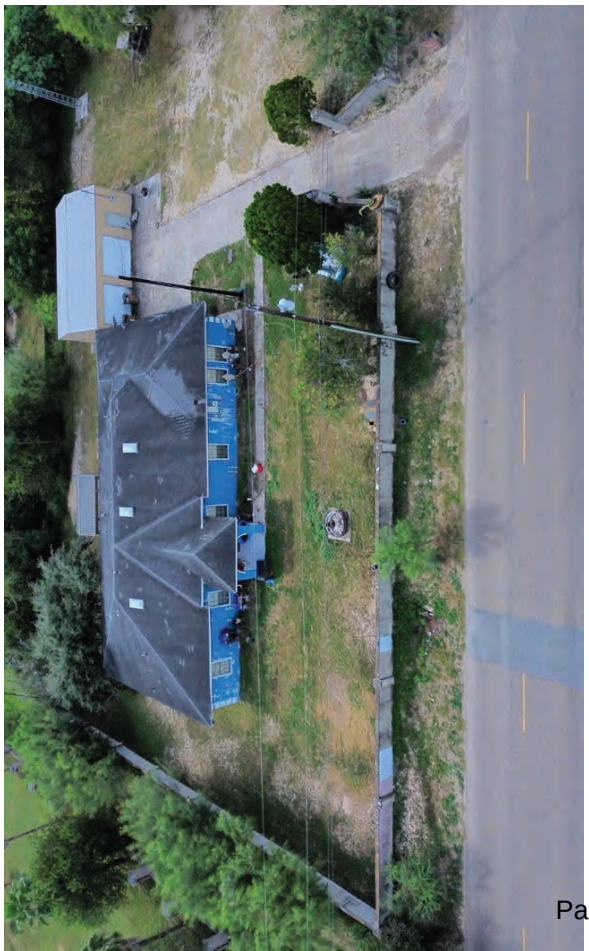
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Commercial (General)

Industrial (General)

Residential (Primary)

Residential (Suburban)

Residential (Multifamily)

HIGHLIGHTS

·Property Size: 2 Acres (132'x660')

·Property Cost: $255,000

·Soft/Hard Development and Additional Costs: $800,000

·Lot Density: 19 Residential Townhome Lots

·Located within walking distance of 5 Zoning Districts

·Dwelling Cost: $300,000

·Tax Valuation Impact: $5,700,000

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8202

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE #

Date: _____

1. Property Owner (required): Turquesa Construction llc 2. Phone: 956-627 2977
3. Mailing Address: 1300 N 10th st suite 330 N
4. City: Mcallen State: TX Zip: 78501
5. Owner's Email: b.garcia@turquesaconstructions.com 6. Cell No. 956-379 8047
7. Agent (not owner): Marc Moran 8. Agent's Phone: 956 784-9874
9. Agent's Mailing Address: 4925 S. Jackson Rd
10. City: Edinburg State: TX Zip: 78539
11. Agent's Email: Marc@ursa-holdings.com
12. Address/Location being Rezoned: 501 E Rogers Rd
13. Legal Description of Property: 14. Property ID(s): 295816
15. Zone Change: From: Residencial Suburban To: Residential-Urban + townhome
16. Existing Land Use: Vacant
17. Reason for Zone Change: Townhome Development

Turquesa Construction (Please Print Name) _____ Signature

OFFICE USE ONLY

REVIEWED BY Alex Gonzalez DATE RECEIVED 10/23/24

***INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED OR SCHEDULED EVEN IF PAYMENT IS MADE.**

PID: 610491 BELTRAN RELMBELI AKA CONTRERAS & JOSE FRANCISCO BELTRAN
410 GLASSCOCK
EDINBURG, TX 78541-2587

PID: 644988 CEPEDA JAVIER & ERNESTINA
333 STONEHILL
EDINBURG, TX 78541-6448

PID: 20407566 CITY OF EDINBURG
210 W MCINTYRE ST
EDINBURG, TX 78541-3340

PID: 610492 ELIZONDO RAFAEL & BLANCA G
104 E WELLS ST
EDINBURG, TX 78541-2566

PID: 645048 FIRST NATIONAL BANK
PO BOX 810
EDINBURG, TX 78540-0810

PID: 610496 GARCIA RICARDO & SAN JUANITA ILILIANA
3024 STONEVIEW ST
EDINBURG, TX 78541

PID: 644979 GONZALEZ AGUSTIN
2814 STONEVIEW
EDINBURG, TX 78541-7403

PID: 644987 HERNANDEZ FEDERICO U & YADIRA MONTES
339 STONEHILL ST
EDINBURG, TX 78541-6448

PID: 295819 LOPEZ JUAN M & DAITTRA M
615 E ROGERS RD
EDINBURG, TX 78541-8264

PID: 644986 MARTINEZ LORENA G & JOEL G CARRIZALES
2928 STONEVIEW
EDINBURG, TX 78541-7404

PID: 644980 BLANCO CYNTHIA ANN
2820 STONEVIEW
EDINBURG, TX 78541-7403

PID: 645044 CHAVEZ JOSEPHINE
2909 STONEVIEW
EDINBURG, TX 78541-7447

PID: 295826 DILLARD WILLIAM SCOTT
4205 LEBANON LN
EDINBURG, TX 78539-7748

PID: 610493 ELIZONDO SILVANO RAFAEL
414 GLASSCOCK
EDINBURG, TX 78541-2587

PID: 644976 GARCIA ERICA
338 KEYSTONE
EDINBURG, TX 78541-7935

PID: 563445 GAYTAN JOHNNY & YVETTE
3011 N ROEGIERS RD
EDINBURG, TX 78541-8628

PID: 645043 GONZALEZ JOSE S JR
2915 STONEVIEW DR
EDINBURG, TX 78541-7447

PID: 645047 JIMENEZ ROSALVA T & JUAN F
1500 N CLOSNER BLVD
EDINBURG, TX 78541-3872

PID: 295820 LUBIN LORENA
422 E ROGERS RD
EDINBURG, TX 78541-7887

PID: 644977 MORALES DANIEL & YOLANDA Y
2802 STONEVIEW
EDINBURG, TX 78541-7403

PID: 644981 MORENO JENNIFER
2826 STONEVIEW
EDINBURG, TX 78541-7403

PID: 644982 ORTIZ ADELINA M
2904 STONEVIEW
EDINBURG, TX 78541-7404

PID: 644978 QUIROZ BLANCA L
2808 STONEVIEW
EDINBURG, TX 78541-7403

PID: 645046 REYES ANITA
2813 STONEVIEW
EDINBURG, TX 78541-7446

PID: 610497 ROBLES JORGE LUIS
327 GLASSCOCK
EDINBURG, TX 78541-7448

PID: 1473041 RUSHMORE CONSTRUCTION INVESTMENT GROUP LLC
810 STANFORD COURT
EDINBURG, TX 78541-8534

PID: 644983 SALINAS RICARDO V & SANDRA R
2910 STONEVIEW
EDINBURG, TX 78541-7404

PID: 295818 STEWART CHARLES W & MARIA DEL LOURDES
PO BOX 3598
MCALLEN, TX 78502-3598

PID: 610510 VENTO JAVIER
10620 CIBOLO DR
EDINBURG, TX 78542-4251

PID: 295816 OROCIO JORGE & KARINA
2708 S WARE RD
MCALLEN, TX 78503-8491

PID: 561689 PENA MAYRA Y
719 ROYAL ST
EDINBURG, TX 78539-6367

PID: 610495 RAMIREZ JOSE A JR & PATRICIA
3020 STONEVIEW
EDINBURG, TX 78541-8131

PID: 610494 REYES-PAZ JOSE C
3016 STONEVIEW
EDINBURG, TX 78541-8131

PID: 644985 RODRIGUEZ VICTORIA MARIE C/O BALDERAS VERONICA M
2922 STONEVIEW
EDINBURG, TX 78541-7404

PID: 697888 SALAZAR JOSE & BERTA ALICIA
1821 W ROGERS RD
EDINBURG, TX 78541-9861

PID: 645042 SORIANO MACARIO I PENA & IRMA VASQUEZ
2921 STONEVIEW ST
EDINBURG, TX 78541-7447

PID: 644984 TAPIA JESUS MARIANELA MARTINEZ
2916 STONEVIEW
EDINBURG, TX 78541-7404

PID: 645045 VL FOUNDERS LLC
1021 MARTIN AVE
NULL
MCALLEN, TX 78504

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, A 2.00 ACRE TRACT OF LAND BEING THE EAST 2.00 ACRES OF THE WEST 2.68 ACRES, MORE OR LESS, OF THE SOUTH ONE-HALF OF LOT EIGHT, SECTION TWO HUNDRED FORTY-FOUR, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 501 EAST ROGERS ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 2.00 Acre Tract of Land Being the East 2.00 Acres of the West 2.68 Acres, More or Less, of the South one-half of Lot eight, Section two hundred forty-four, Texas-Mexican Railway Company's Survey, Located at 501 East Rogers Road, Edinburg, Hidalgo County, Texas, from Residential, Suburban (RS)District to Residential, Urban & Townhome (RU) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on November 14, 2024, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on December 3, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Suburban (RS) District to Residential, Urban & Townhome (RU) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Suburban (RS) District and added to Residential, Urban & Townhome (RU) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of December 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 2.00 ACRE TRACT OF LAND BEING THE EAST 2.00 ACRES OF THE WEST 2.68 ACRES, MORE OR LESS, OF THE SOUTH ONE-HALF OF LOT EIGHT, SECTION TWO HUNDRED FORTY-FOUR, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 501 EAST ROGERS ROAD, SHOULD BE FOR URBAN UNIVERSITY USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Auto-Urban Uses to Urban University Uses; and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Auto-Urban Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for Multi-family Residential Uses. The conditions that exist are:

(1) Population growth requiring more Urban University Uses;
(2) Expansion and development of Urban University Uses.

This area, because of Edinburg's growth, should be included in those portions of the city

providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the city council in passing this ordinance that its parts shall be severable and all other parts of this ordinance shall be severable and all other parts of this ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of December, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
VARIANCES
Agenda Item No: 8.A.
Subdivision Variance Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Consider Variance Requests to the City's Unified Development Code, Article 5, Section 5.206-A Block Length, for the Silos at La Sienna Phase 3, Being 18.682 Acres Tract of Land Out of Lots 50, 51, and 52, Santa Cruz Ranch Subdivision, Located at 4401 La Sienna Parkway, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located along La Sienna Parkway and approximately 1,500 feet north of Burns Boulevard, and is within the City of Edinburg city limits. The 18.682 tract of land is currently going through the Subdivision Plat process, the proposed development consists of sixty-nine (69) single-family lots. The preliminary plat approval for Silos at La Sienna Phase 3 is being considered by the Planning and Zoning Commission on November 14, 2024. Melden and Hunt, Inc. on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 5.206-A
This requested variance is to Article 5, Section 5.206-A as it applies to Block Length. The developer is currently proposing an approximate 2,000-foot block length. UDC Section 5.206-A states that only a 1,000-foot block length should be allowed inside city limits.

The Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Variance Request.

3. **Staff's Recommendation:**
Staff recommends approval of the variance request based on proposed upcoming changes to the City's Unified Development Code Update. In addition, variances of the is nature have been approved for similar developments throughout the City.

Reviewed by:
Jesus Saenz, Assistant City Manager — Final Approval - 11/26/2024

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments

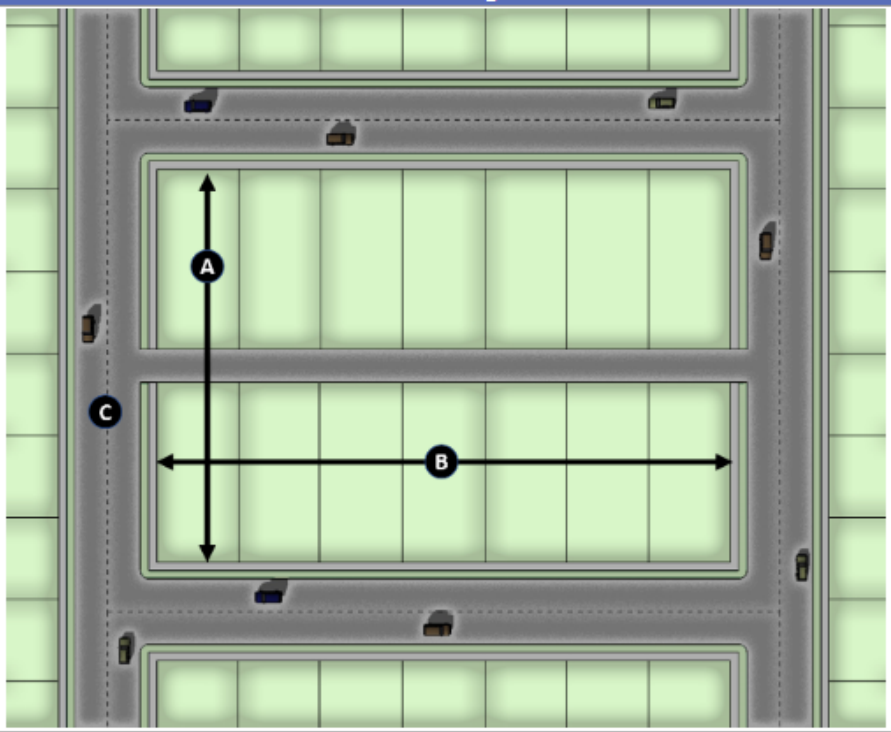
ARTICLE 5 - SUBDIVISION STANDARDS

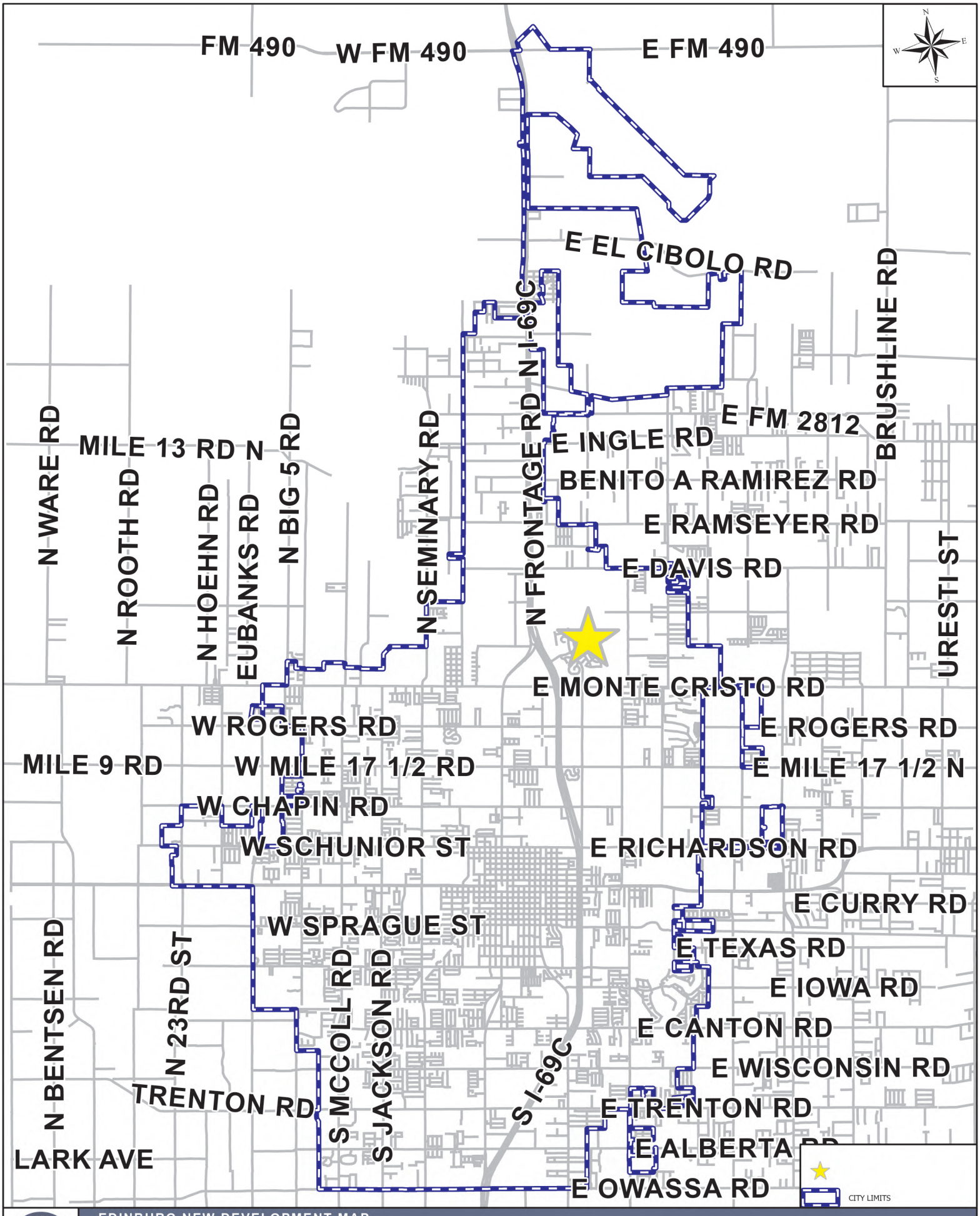
Division 5.200, Subdivision Design Standards

Sec. 5.206, Blocks

A. Block Length. Except in the AO and RS districts, no block may exceed 1,000 feet in length. The length, width, and shape of blocks should be determined with due regard to the provision of adequate sites for buildings of the type proposed, zoning requirements, fire access, emergency service, and police protection. In the RS district and in the ETJ, no block shall exceed 1,200 feet in length. There is no maximum block length in the AO district. See Figure 5.206-1., *Block Length*.

Figure 5.206-1
Block Length

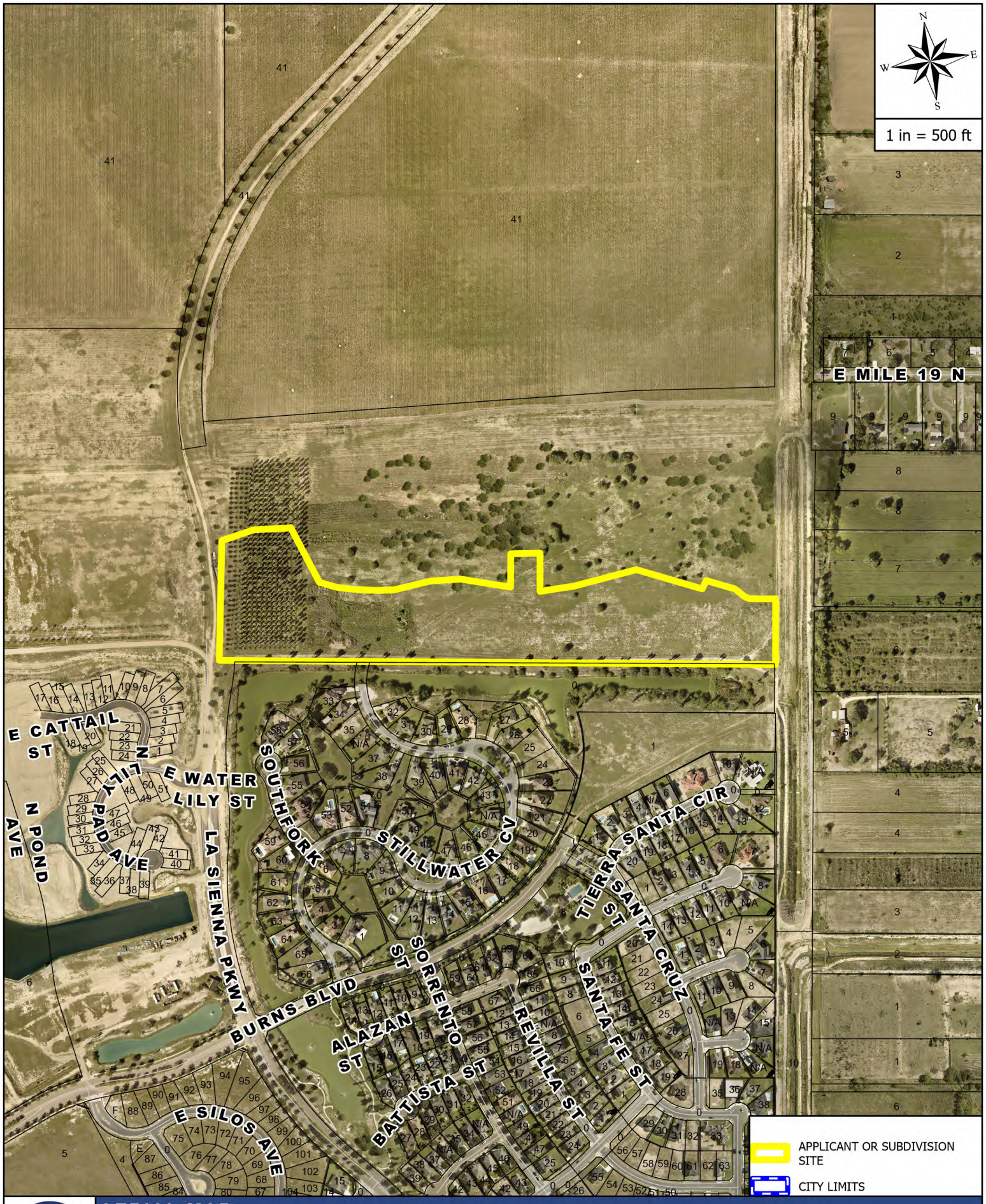




EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

PLAT-2024 SILOS AT LA SIENNA PH 3

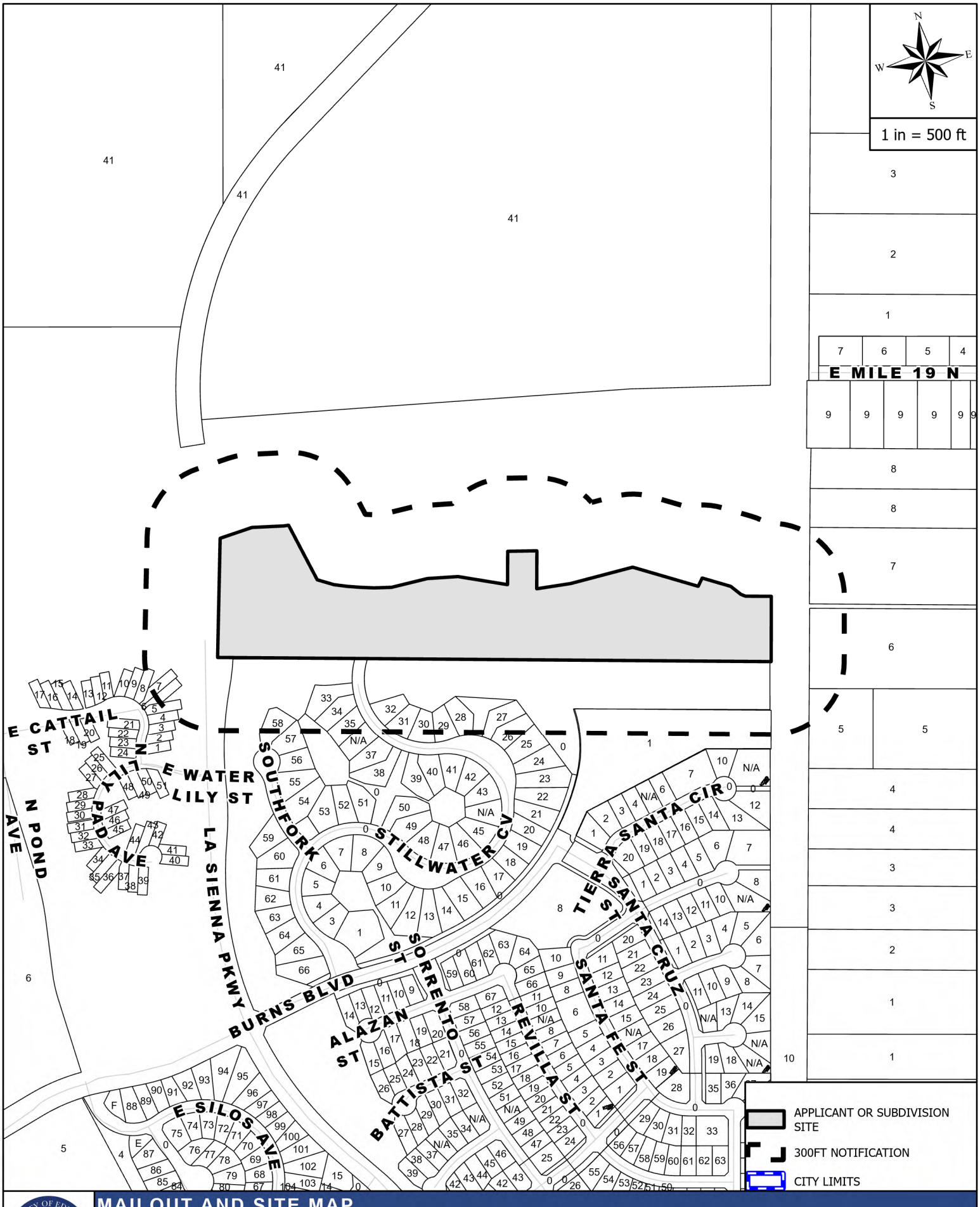


THE CITY OF EDINBURG TEXAS

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

PLAT-2024 SILOS AT LA SIENNA PH 3

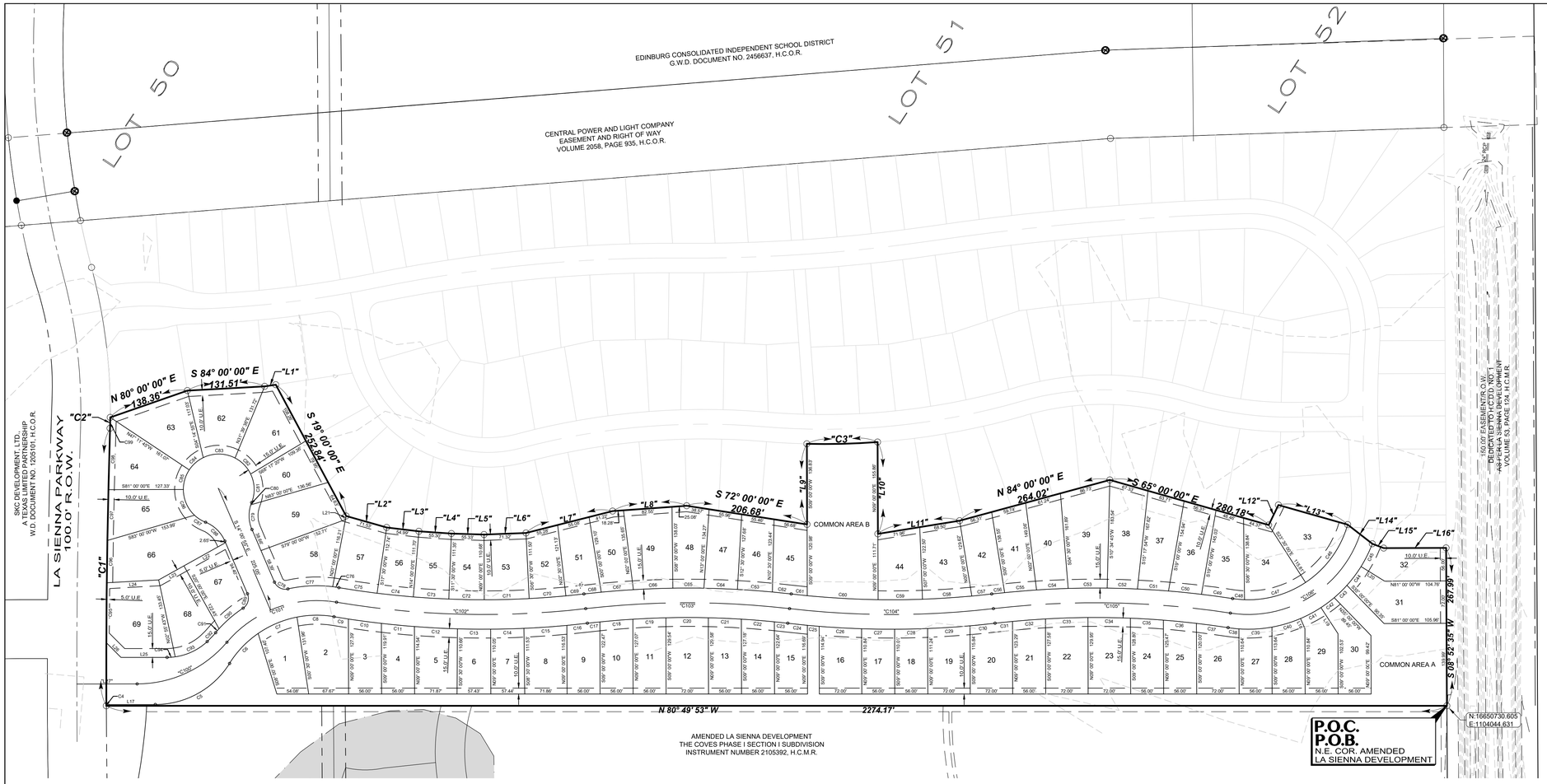


THE CITY OF EDINBURG TEXAS

MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

PLAT-2024 SILOS AT LA SIENNA PH 3



STATE OF TEXAS
COUNTY OF HIDALGO:

WE,BURN BROTHERS, LTD., A TEXAS LIMITED PARTNERSHIP HEREBY AUTHORIZE MARIO A. REYNA, P.E., PROJECT ENGINEER OF MELDEN AND HUNT, INC TO SIGN ALL SUBDIVISION APPLICATIONS(S) AND RELATED PAPERWORK FOR THE PROPOSED DEVELOPMENT BEING 47.747 ACRES BEING PART OF LOTS 50, 51, & 52, SANTA CRUZ RANCH SUBDIVISION VOLUME Z, PAGE 161, H.C.M.R. CITY OF EDINBURG, HIDALGO COUNTY, TEXAS.

BURNS BROTHERS, LTD., A TEXAS LIMITED PARTNERSHIP

BY: SKC MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
KENT BURNS, MANAGING PARTNER

STATE OF TEXAS
COUNTY OF HIDALGO:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE _____ DAY OF _____ 2024 BY KENT BURNS, MANAGING PARTNER OF SKC MANAGEMENT COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF BURNS BROTHERS, LTD, A TEXAS LIMITED PARTNERSHIP, ON ITS BEHALF IN SAID CAPACITY.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE_____DAY OF_____20_____.

_____
MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 09/20/2024
ENGINEERING JOB # 24133.00

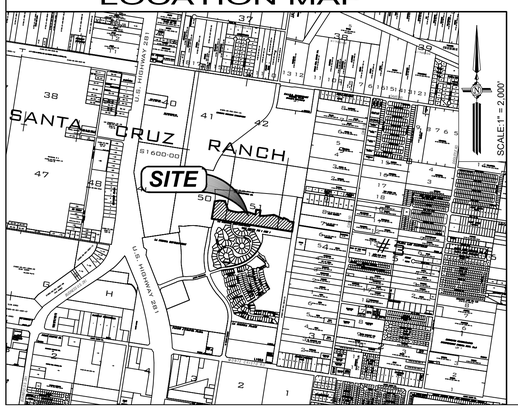
MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

SUBDIVISION MAP OF
SILOS AT LA SIENNA PHASE III SUBDIVISION

BEING A SUBDIVISION OF 18.682 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING OUT OF LOTS 50, 51 AND 52, SANTA CRUZ RANCH SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME Z, PAGE 161, HIDALGO COUNTY MAP RECORDS

LOCATION MAP



DRAWN BY: J.L.G. DATE 09-20-2024
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KENT BURNS	4216 N. U.S. 281	EDINBURG TX 78542	C/0956-381-0981	C/0956-381-1839
ENGINEER:	MARIO A REYNA	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

"I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS SILOAS AT LA SIENNA PHASE III SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED

AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20____."

_____
CHAIRPERSON PLANNING AND ZONING COMMISSION

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND BY ME OR UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____, 20 _____

_____
ROBERTO N. TAMEZ REGISTERED PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS

DATE SURVEYED: 07/26/2024
T-1240, PG.2
SURVEYING JOB No. 24097.08

ROBERTO N. TAMEZ
6238

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

SHEET 1 OF 2 SHEETS

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
VARIANCES
Agenda Item No: 8.B.
Subdivision Variance Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Consider Variance Requests to the City's Unified Development Code, Article 5, Section 5.203-1 Right-of-Way Widths, Article 5 Section 5.209 Sidewalks, and Article 3 Section 3.102-1 Single-Family Detached Lot and Building Standards, for the Villas at La Sienna Being a 4.906 Acres Tract of Land Out of Lot 1, La Sienna Development, Located at 1891 Burns Boulevard, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property is located along Burns Boulevard and approximately 1,600 feet East of La Sienna Parkway, and is within the City of Edinburg city limits. The 4.906 tract of land is currently going through the subdivision plat process, the proposed development consists of thirty-nine (39) lots. The preliminary plat approval for the Villas at La Sienna is being considered by the Planning and Zoning Commission on November 14, 2024. Melden and Hunt, Inc. on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request 1: Section 5.203-1
This requested variance is to Article 5, Section 5.203-1 as it applies to right-of-way width dedication. The developer is requesting to only dedicate 36 feet of Right-of-Way, with a proposed paving width of 32 feet from back-of-curb to back-of-curb. UDC Section 5.203-1 requires dedication of Right-of-Way dependent on road classification standard. The developer is required to dedicate a Right-of-Way width of 50 feet, with a street width of 32 feet from back-of-curb to back-of-curb.

Variance Request 2: Section 5.209
This requested variance is to Article 5, Section 5.209 as it applies to Sidewalks. The developer is requesting for lot owners to not build a 5-foot sidewalk 3 feet back-of-curb as required by UDC Section 5.209 due to reduced Right-of-Way width dedication. The lot owners are required to build a 5-foot sidewalk during the building permit stage.

Variance Request 3: Section 3.102-1
This requested variance is to Article 3, Section 3.102-1 as it applies to Single-Family Detached Lot and Building Standards. The developer is proposing lot widths between 34 feet and 111 feet with an average lot width of 41.4 feet. UDC Section 3.102-1 requires a minimum lot width of 50 feet for Residential, Primary (RP) District.

The Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve Variance Request.

3. **Staff's Recommendation:**
Staff recommends denial of all 3 variance requests due to Utility conflicts and concerns. This development will continue through the subdivision plat process.

Reviewed by:		**Prepared by:**
Jesus Saenz, Assistant City Manager	Final Approval - 11/26/2024	Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments

Table 5.203-1 Right-of-Way Widths[1]				
Road Classification	**Minimum Right-of-Way Width Required (A)**	**Minimum Pavement Width Required[2] (B)**	**Lanes (C)**	**Sidewalks (width and sides of street) (D)**
Principal Arterial	120 feet	81 feet	5 including center	5 feet / Both
Minor Arterial	100 feet	64 feet	5 including center	5 feet / Both
Collector	80 feet	57 feet	3 including center	5 feet / Both
Residential Collector[3]	60 feet	43 feet	2	5 feet / Both
Minor Street	50 feet / 60 feet	32 feet / 36 feet	2	5 feet / Both
Alleys	20 feet	18 feet	--	--

TABLE NOTES:

[1]Refer to the City Standards Manual Street Details for more information.

[2]From back-of-curb to back-of-curb.

[3]Multi-family subdivisions shall be required to comply with residential collector street standards except that internal streets may have a minimum right-of-way width of 50 feet, a minimum pavement width of 40 feet, and shall require easements that are 10 feet in width on both sides of the street for utilities and sidewalks. Streets on the perimeter of the development are not eligible for this reduction.

ARTICLE 5 - SUBDIVISION STANDARDS

Division 5.200, Subdivision Design Standards

Sec. 5.209, Sidewalks

A. Sidewalk Plan Required. A sidewalk plan shall be submitted with the subdivision's construction plans and with the Building Permit application for unplatted property.

B. Location of Sidewalks.

1. Sidewalks shall be provided in the area between the parkway and the edge of the right-of-way, as shown in the City's Engineering Standards Manual, latest edition, and as depicted generally in Figure 5.209-1, *Sample Right-of-Way Cross-Section*.
2. The outer boundaries of sidewalks shall be located in the platted street right-of-way, generally one foot from the property line. This one-foot width shall be subtracted from the required parkway width. Sidewalks may meander into the parkway to protect the root system of a mature tree, provided that no sidewalk be located closer than three feet to the back of curb or edge of pavement if no curb is present. This arrangement shall not reduce the right-of-way width requirement.
3. Walks shall also be installed in any pedestrian easements as may be required by the Planning Department.

Table 3.102-1 Single-Family Detached Lot and Building Standards							
	Minimum						**Maximum**
Zoning District	**Lot Area**	**Lot Width (ft)**	**Street Yard[1] (ft)**	**Street Side Yard (ft)**	**Side Yard (ft)**	**Rear Yard (ft)**	**Building Height (ft)**
Agriculture and Open Space (AO)	5 ac.	300	60	30	30	40	35 / 60[2]
Residential, Suburban (RS)	15,000 sf	90	30	15	15	30	35
Residential, Primary (RP)	5,000 sf	50	20	10	6	20	35
Residential, Urban and Townhome (RM)[3]	4,000 sf	40	10 / 18[4]	10	6[5]	10 / 18[4]	35

TABLE NOTES:

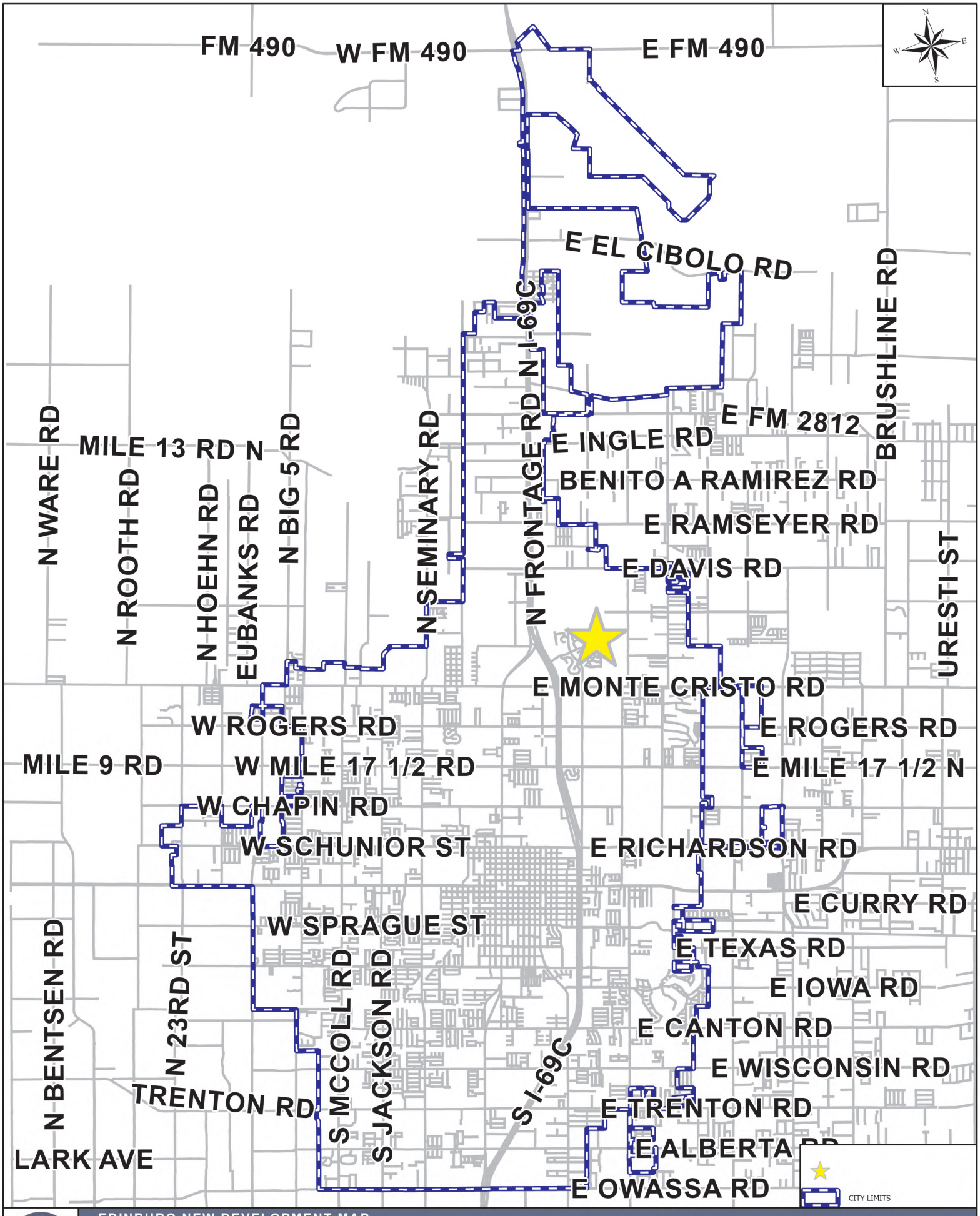
[1]Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots in the RP District.

[2]The second height refers to agricultural structures.

[3]If adjacent to an AO or RS district, lots on the perimeter of the subdivision shall meet the lot area, lot width, and setback requirements of the RP district.

[4]The first number is the house setback; the second is the setback for a front load garage.

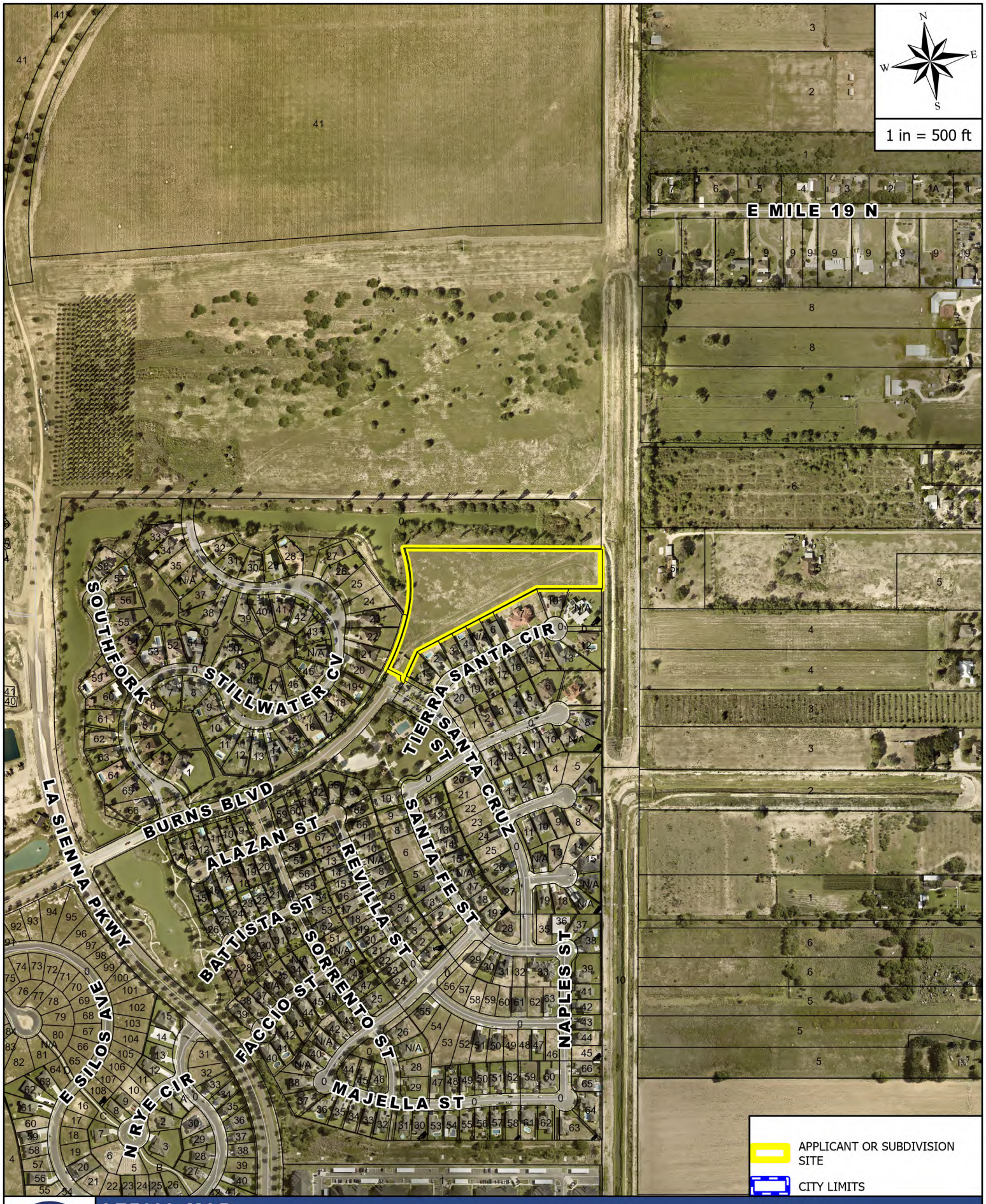
[5]Side yard setbacks in the RM district may be reduced to 5 feet if approved by Fire Marshal.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

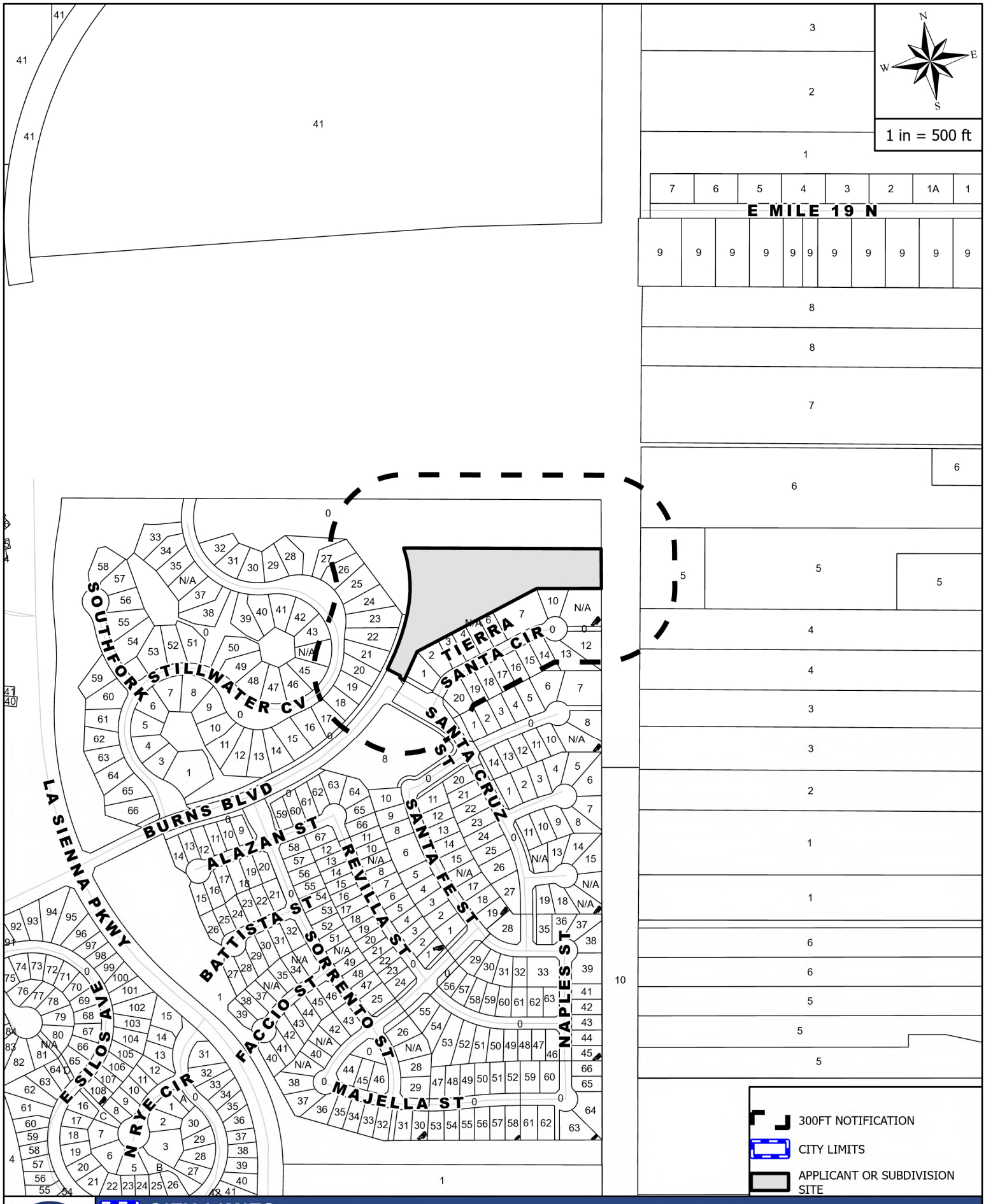
PLAT - 2024 VILLAS AT LA SIENNA



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

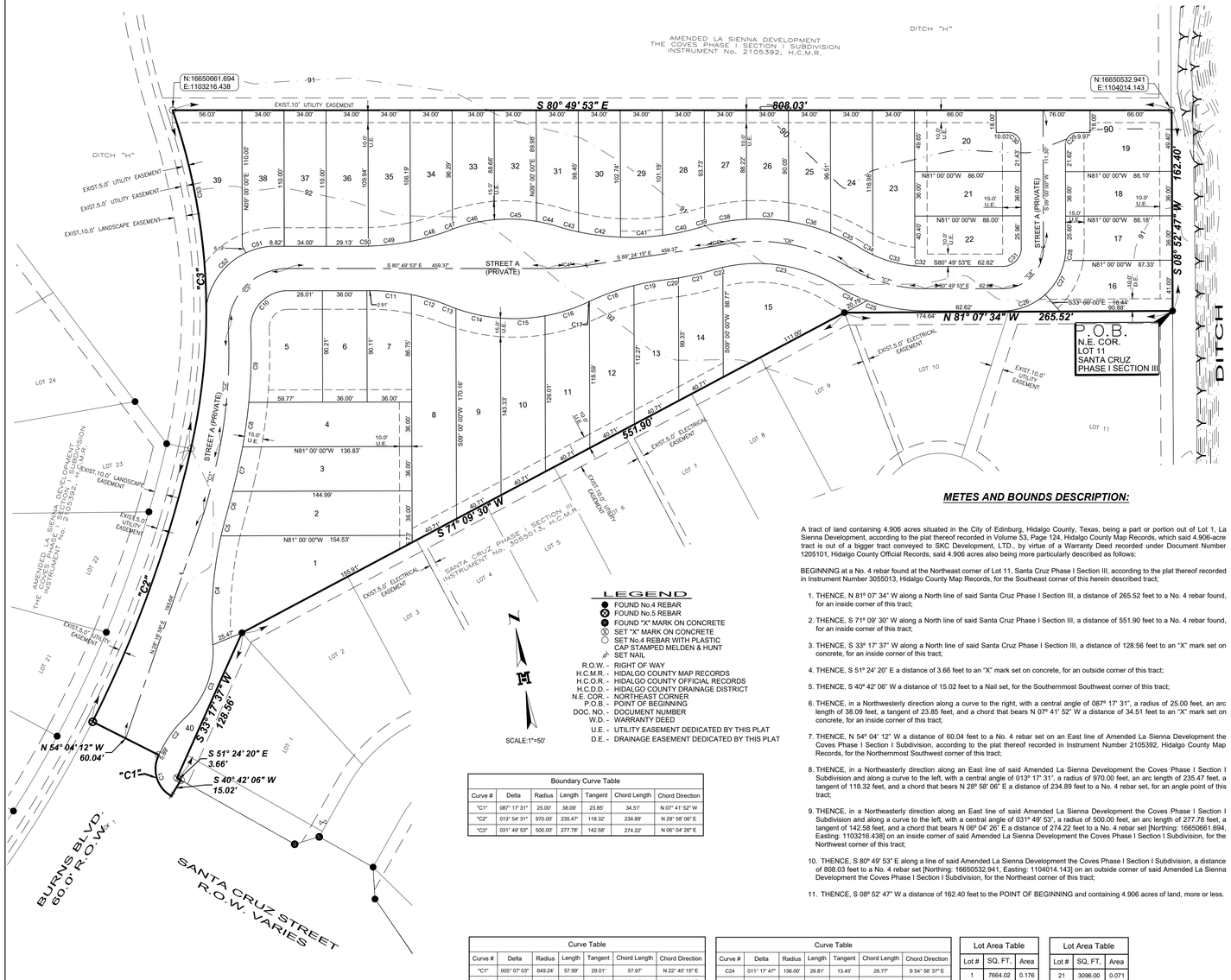
PLAT - 2024 VILLAS AT LA SIENNA



CITY LIMITS

APPLICANT AND/OR SUBDIVISION:

PLAT - 2024 VILLAS AT LA SIENNA



LEGEND

- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND "X" MARK ON CONCRETE
- SET "X" MARK ON CONCRETE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET NAIL

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
H.C.D.D. - HIDALGO COUNTY DRAINAGE DISTRICT
N.E. COR. - NORTHEAST CORNER
P.O.B. - POINT OF BEGINNING
DOC. NO. - DOCUMENT NUMBER
W.D. - WARRANTY DEED
U.E. - UTILITY EASEMENT DEDICATED BY THIS PLAT
D.E. - DRAINAGE EASEMENT DEDICATED BY THIS PLAT

Boundary Curve Table

Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
"C1"	087° 17' 31"	25.00'	38.09'	23.85'	34.51'	N 07° 41' 52" W
"C2"	013° 54' 31"	970.00'	235.47'	118.32'	234.89'	N 28° 58' 06" E
"C3"	031° 49' 53"	500.00'	277.78'	142.58'	274.22'	N 06° 04' 26" E

Curve Table

Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
"C1"	005° 07' 03"	649.24'	57.99'	29.01'	57.97'	N 22° 40' 15" E
"C2"	012° 42' 00"	412.06'	91.34'	45.86'	91.15'	N 13° 03' 08" E
"C3"	092° 28' 00"	48.00'	77.46'	50.11'	69.33'	S 52° 56' 07" W
"C4"	008° 34' 22"	200.00'	29.92'	14.99'	29.90'	S 85° 07' 04" E
"C5"	002° 47' 05"	200.00'	9.72'	4.86'	9.72'	N 89° 12' 13" E
"C6"	042° 53' 36"	142.00'	106.31'	55.78'	103.84'	S 70° 44' 32" E
"C7"	031° 32' 04"	118.00'	64.95'	33.32'	64.13'	S 65° 03' 50" E
"C8"	090° 10' 07"	33.00'	51.93'	33.10'	46.74'	N 54° 05' 04" E
C1	087° 17' 31"	25.00'	38.09'	23.85'	34.51'	S 07° 41' 52" E
C2	019° 26' 49"	90.00'	30.55'	15.42'	30.40'	S 45° 40' 18" W
C3	050° 21' 56"	75.00'	65.93'	35.26'	63.83'	N 30° 12' 44" E
C4	016° 56' 38"	300.00'	88.72'	44.69'	88.40'	S 13° 30' 06" W
C5	002° 48' 19"	300.00'	14.69'	7.35'	14.69'	S 23° 22' 34" W
C6	001° 16' 42"	1011.00'	22.56'	11.28'	22.56'	N 24° 08' 22" E
C7	003° 26' 26"	614.80'	36.92'	18.46'	36.91'	N 21° 45' 48" E
C8	004° 50' 44"	430.00'	36.37'	18.19'	36.35'	N 17° 09' 29" E
C9	007° 53' 00"	430.00'	59.16'	29.63'	59.12'	N 10° 38' 37" E
C10	092° 28' 00"	30.00'	48.42'	31.32'	43.33'	S 52° 56' 07" W
C11	011° 13' 35"	170.00'	33.31'	16.71'	33.26'	N 75° 13' 05" W
C12	010° 47' 21"	170.00'	32.01'	16.05'	31.96'	N 64° 12' 37" W
C13	002° 22' 00"	140.00'	5.78'	2.89'	5.78'	S 59° 59' 56" E
C14	015° 07' 15"	140.00'	36.95'	18.58'	36.84'	S 68° 44' 33" E
C15	014° 47' 26"	140.00'	36.14'	18.17'	36.04'	S 83° 41' 54" E
C16	015° 06' 07"	140.00'	36.90'	18.56'	36.79'	N 81° 21' 20" E
C17	000° 17' 46"	200.00'	1.03'	0.52'	1.03'	S 73° 57' 09" W
C18	010° 57' 08"	200.00'	38.23'	19.17'	38.17'	S 79° 34' 36" W
C19	007° 18' 49"	200.00'	25.53'	12.78'	25.51'	S 88° 42' 35" W
C20	002° 40' 19"	236.00'	11.01'	5.50'	11.00'	S 88° 58' 10" E
C21	007° 04' 01"	236.00'	29.11'	14.57'	29.09'	N 86° 09' 40" E
C22	003° 38' 46"	124.00'	7.89'	3.95'	7.89'	S 84° 27' 02" W
C23	044° 25' 51"	124.00'	96.16'	50.64'	93.77'	N 71° 30' 39" W

Curve Table

Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
C24	011° 17' 47"	136.00'	26.81'	13.45'	26.77'	S 54° 56' 37" E
C25	020° 14' 22"	136.00'	48.04'	24.23'	47.79'	S 70° 42' 42" E
C26	042° 10' 07"	51.00'	37.54'	19.66'	36.69'	N 78° 05' 04" E
C27	036° 13' 41"	51.00'	32.25'	16.68'	31.71'	N 38° 53' 09" E
C28	011° 46' 19"	51.00'	10.48'	5.26'	10.46'	N 14° 53' 09" E
C29	090° 10' 07"	10.00'	15.74'	10.03'	14.16'	S 54° 05' 04" W
C30	089° 49' 53"	10.00'	15.68'	9.97'	14.12'	N 35° 54' 56" W
C31	090° 10' 07"	15.00'	23.61'	15.04'	21.24'	N 54° 05' 04" E
C32	004° 46' 53"	100.00'	8.34'	4.17'	8.34'	S 78° 26' 26" E
C33	020° 16' 56"	100.00'	35.40'	17.89'	35.21'	S 65° 54' 32" E
C34	006° 28' 21"	100.00'	11.30'	5.65'	11.29'	S 52° 31' 54" E
C35	009° 40' 33"	160.00'	27.02'	13.54'	26.99'	N 54° 08' 00" W
C36	012° 40' 21"	160.00'	35.39'	17.77'	35.32'	N 65° 18' 27" W
C37	012° 13' 05"	160.00'	34.12'	17.12'	34.05'	N 77° 45' 10" W
C38	012° 21' 08"	160.00'	34.49'	17.31'	34.43'	S 89° 57' 43" W
C39	001° 09' 30"	160.00'	3.23'	1.62'	3.23'	S 83° 12' 24" W
C40	009° 03' 02"	200.00'	31.59'	15.83'	31.56'	N 81° 09' 10" E
C41	009° 45' 39"	200.00'	34.07'	17.08'	34.03'	S 83° 26' 29" E
C42	009° 49' 59"	200.00'	34.32'	17.20'	34.28'	S 73° 38' 40" E
C43	005° 01' 33"	200.00'	17.54'	8.78'	17.54'	S 66° 12' 53" E
C44	007° 33' 24"	133.00'	17.54'	8.78'	17.53'	N 67° 28' 49" W
C45	014° 42' 00"	133.00'	34.12'	17.16'	34.03'	N 78° 36' 31" W
C46	015° 02' 41"	133.00'	34.92'	17.56'	34.82'	S 86° 31' 08" W
C47	000° 42' 35"	133.00'	1.65'	0.82'	1.65'	S 78° 38' 30" W
C48	009° 40' 41"	200.00'	33.78'	16.93'	33.74'	N 83° 07' 33" E
C49	009° 48' 30"	200.00'	34.24'	17.16'	34.20'	S 87° 07' 52" E
C50	001° 23' 45"	200.00'	4.87'	2.44'	4.87'	S 81° 31' 45" E
C51	023° 03' 33"	57.08'	22.97'	11.64'	22.82'	S 85° 27' 37" W
C52	056° 13' 10"	57.08'	56.01'	30.49'	53.79'	S 45° 49' 15" W
C53	018° 31' 01"	500.00'	161.59'	81.51'	160.89'	N 00° 35' 00" W

Lot Area Table

Lot #	SQ. FT.	Area
1	7664.02	0.176
2	5393.42	0.124
3	5066.00	0.116
4	4825.56	0.111
5	5060.27	0.116
6	3245.74	0.075
7	3206.19	0.074
8	6694.30	0.154
9	5612.87	0.129
10	4820.03	0.111
11	4370.44	0.100
12	4178.55	0.096
13	3820.93	0.088
14	3374.01	0.077
15	6097.98	0.140
16	3886.09	0.089
17	3107.51	0.071
18	3101.08	0.071
19	3880.26	0.089
20	3877.90	0.089

Lot Area Table

Lot #	SQ. FT.	Area
21	3096.00	0.071
22	3465.53	0.080
23	4168.31	0.096
24	3666.98	0.084
25	3199.46	0.073
26	3010.07	0.069
27	3071.94	0.071
28	3330.34	0.076
29	3483.34	0.080
30	3437.14	0.079
31	3198.83	0.073
32	3012.06	0.069
33	3117.49	0.072
34	3460.28	0.079
35	3690.91	0.085
36	3739.92	0.086
37	3740.02	0.086
38	3790.54	0.087
39	5257.91	0.121

Common Areas

Lot #	SQ. FT.	Area
40	1986.29	0.046
41	575.37	0.013

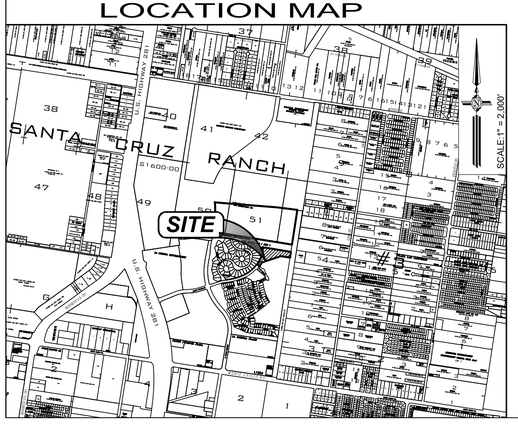
METES AND BOUNDS DESCRIPTION:

A tract of land containing 4.906 acres situated in the City of Edinburg, Hidalgo County, Texas, being a part or portion out of Lot 1, La Sienna Development, according to the plat thereof recorded in Volume 53, Page 124, Hidalgo County Map Records, which said 4.906-acre tract is out of a bigger tract conveyed to SKC Development, LTD., by virtue of a Warranty Deed recorded under Document Number 1205101, Hidalgo County Official Records, said 4.906 acres also being more particularly described as follows:

BEGINNING at a No. 4 rebar found at the Northeast corner of Lot 11, Santa Cruz Phase I Section III, according to the plat thereof recorded in Instrument Number 3055013, Hidalgo County Map Records, for the Southeast corner of this herein described tract;

1. THENCE, N 81º 07' 34" W along a North line of said Santa Cruz Phase I Section III, a distance of 265.52 feet to a No. 4 rebar found, for an inside corner of this tract;
2. THENCE, S 71º 09' 30" W along a North line of said Santa Cruz Phase I Section III, a distance of 551.90 feet to a No. 4 rebar found, for an inside corner of this tract;
3. THENCE, S 33º 17' 37" W along a North line of said Santa Cruz Phase I Section III, a distance of 128.56 feet to an "X" mark set on concrete, for an inside corner of this tract;
4. THENCE, S 51º 24' 20" E a distance of 3.66 feet to an "X" mark set on concrete, for an outside corner of this tract;
5. THENCE, S 40º 42' 06" W a distance of 15.02 feet to a Nail set, for the Southernmost Southwest corner of this tract;
6. THENCE, in a Northwesterly direction along a curve to the right, with a central angle of 087º 17' 31", a radius of 25.00 feet, an arc length of 38.09 feet, a tangent of 23.85 feet, and a chord that bears N 07º 41' 52" W a distance of 34.51 feet to an "X" mark set on concrete, for an inside corner of this tract;
7. THENCE, N 54º 04' 12" W a distance of 60.04 feet to a No. 4 rebar set on an East line of Amended La Sienna Development the Coves Phase I Section I Subdivision, according to the plat thereof recorded in Instrument Number 2105392, Hidalgo County Map Records, for the Northernmost Southwest corner of this tract;
8. THENCE, in a Northeasterly direction along an East line of said Amended La Sienna Development the Coves Phase I Section I Subdivision and along a curve to the left, with a central angle of 013º 17' 31", a radius of 970.00 feet, an arc length of 235.47 feet, a tangent of 118.32 feet, and a chord that bears N 28º 58' 06" E a distance of 234.89 feet to a No. 4 rebar set, for an angle point of this tract;
9. THENCE, in a Northeasterly direction along an East line of said Amended La Sienna Development the Coves Phase I Section I Subdivision and along a curve to the left, with a central angle of 031º 49' 53", a radius of 500.00 feet, an arc length of 277.78 feet, a tangent of 142.58 feet, and a chord that bears N 06º 04' 26" E a distance of 274.22 feet to a No. 4 rebar set [Northing: 16650661.694, Easting: 1103216.438] on an inside corner of said Amended La Sienna Development the Coves Phase I Section I Subdivision, for the Northwest corner of this tract;
10. THENCE, S 80º 49' 53" E along a line of said Amended La Sienna Development the Coves Phase I Section I Subdivision, a distance of 808.03 feet to a No. 4 rebar set [Northing: 16650532.941, Easting: 1104014.143] on an outside corner of said Amended La Sienna Development the Coves Phase I Section I Subdivision, for the Northeast corner of this tract;
11. THENCE, S 08º 52' 47" W a distance of 162.40 feet to the POINT OF BEGINNING and containing 4.906 acres of land, more or less.

LOCATION MAP



MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KENT BURNS	4216 N. U.S. 281	EDINBURG TX 78542	C/O956-381-0981	C/O956-381-1839
ENGINEER:	MARIO A. REYNA	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DRAWN BY: LH DATE 10-08-2024
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

SHEET 1 OF 1 SHEETS

SUBDIVISION MAP OF
(PRIVATE)

VILLAS AT LA SIENNA SUBDIVISION

BEING A SUBDIVISION OF 4.906 ACRES OUT OF LOT 1,
LA SIENNA DEVELOPMENT CITY OF EDINBURG
HIDALGO COUNTY TEXAS

GENERAL PLAT NOTES & RESTRICTIONS

1. BUILDING SETBACKS:
   A. FRONT YARD SETBACK LINE SHALL BE TEN (10) FEET OR EASEMENT WHICHEVER IS GREATER.
   B. REAR YARD SETBACK LINE SHALL BE FIFTEEN (15) FEET OR EASEMENT WHICHEVER IS GREATER.
   C. SIDE YARD SETBACK LINE SHALL BE FIVE (5) FEET OR EASEMENT WHICHEVER IS GREATER.
   D. CUL-DE-SAC FRONT AND REAR YARD SETBACK LINE SHALL BE FIFTEEN (15) FEET OR EASEMENT WHICHEVER IS GREATER.
2. THIS ENTIRE DEVELOPMENT IS ZONED AUTO URBAN RESIDENTIAL DISTRICT (AU).
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY LOMR-F CASE NUMBER 09-06-0555A, DATED SEPTEMBER 17, 2009 FOR FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 480338 0020 E, FOR CITY OF EDINBURG, HIDALGO COUNTY, TEXAS DATED JUNE 6, 2000, WHICH COVERS THE SUBJECT PROPERTY, THIS TRACT OF LAND SHOWN HEREON LIES WITHIN ZONE "X" (SHADED), DESCRIBED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
4. THE OWNERS OF THE LOTS SERVED BY THE PRIVATE STREETS, ALLEYS AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLED D HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF EDINBURG.
5. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE TOP OF CURB OR BASE FLOOD ELEVATION WHICH EVER IS GREATER.
6. A 5 FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG THE EAST SIDE OF LA SIENNA PARKWAY BY DEVELOPER DURING SUBDIVISION CONSTRUCTION. LOT OWNER WILL BE RESPONSIBLE FOR 5 FOOT SIDEWALK AND ADA RAMPS AS PER CITY OF EDINBURG STANDARDS AT BUILDING PERMIT STAGE.
7. A SEPARATE PERMIT IS REQUIRED FOR SIDEWALKS DURING BUILDING PERMIT STAGE FOR RESIDENTIAL AREAS.
8. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS OR LOT LINES.
9. ALL INTERIOR LOT CORNERS WILL HAVE A NO.4 REBAR SET WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
10. BENCHMARK NOTES:
11. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED PER LOT.
12. ALL MONUMENTS, PARKING, LANDSCAPING AREAS, OUT PARCEL A COMMON AREA, OUT PARCEL B COMMON AREA, COMMON ACCESS, SIGNAGE, LIGHTING, LINEAR PARKWAY, DRAINAGE EASEMENTS AND OTHER NON-PUBLIC IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION OR FUTURE LOT OWNERS WITHIN THE SUBDIVISION.
13. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
14. DRAINAGE NOTE:
    IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY DRAINAGE REQUIREMENTS, THIS DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF XXXXXX C.F (X.XX AC.-FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT AND THAT THIS DETENTION WAS APPROVED AS A MASTER PLAN AND NOT A RECENT 50-YEAR STORM REVIEW.

STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

"I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS VILLAS AT LA SIENNA SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED

AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 20____."

_____
CHAIRPERSON PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO:

I/WE,BURN BROTHERS, LTD., A TEXAS LIMITED PARTNERSHIP HEREBY AUTHORIZE MARIO A. REYNA, P.E., PROJECT ENGINEER OF MELDEN AND HUNT, INC TO SIGN ALL SUBDIVISION APPLICATIONS(S) AND RELATED PAPERWORK FOR THE PROPOSED DEVELOPMENT BEING 4.906 +/- ACRES OUT OF LOT 1, LA SIENNA DEVELOPMNET, VOLUME 53, PAGE 124, H.C.M.R. CITY OF EDINBURG, HIDALGO COUNTY, TEXAS.

BURNS BROTHERS, LTD., A TEXAS
LIMITED PARTNERSHIP

BY: SKC MANAGEMENT, LLC, A TEXAS
LIMITED LIABILITY COMPANY, ITS
GENERAL PARTNER

BY: _____
KENT BURNS, MANAGING PARTNER

STATE OF TEXAS
COUNTY OF HIDALGO:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE _____ DAY OF _____, 2024 BY KENT BURNS, MANAGING PARTNER OF SKC MANAGEMENT COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF BURNS BROTHERS, LTD, A TEXAS LIMITED PARTNERSHIP, ON ITS BEHALF IN SAID CAPACITY.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE_____DAY OF_____20_____.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____
MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 10/07/2024
ENGINEERING JOB # 24137.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS.

DATED THIS THE_____DAY OF_____20_____.

_____
ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No.6238
STATE OF TEXAS

DATE SURVEYED: 08/14/2024
T-, PG.
SURVEY JOB # 24775.08

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

JOB No.
24137.00

REVISION	DATE	BY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH. (956) 381-0981 - FAX (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS No. 10095800

ENG. TECH: LH.
PROJECT ENG:
T-BOOK:
1. RELEASE DATE:
2. RELEASE DATE: 09/01/23
3. RELEASE DATE:
SCALE:

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON
THIS DOCUMENT WAS
AUTHORIZED BY
MARIO A. REYNA, P.E. 117368

11/07/2024

ALTERATION OF A SEALED DOCUMENT
WITHOUT PROPER NOTIFICATION
TO THE RESPONSIBLE ENGINEER
IS AN OFFENSE UNDER THE
TEXAS ENGINEERING PRACTICE LAW

VILLAS AT LA SIENNA SUBDIVISION EDINBURG, TEXAS

PAVING LAYOUT

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All Rights Reserved.

File Name: 24137.00

SHEET 1 OF 1

Y:\Land Development\Residential\Edinburg\24137 - Villas at La Sienna - Rhodes Development\Autocad files\24137.01.dwg, 11/7/2024 4:33:26 PM, DWG To PDF.pc3

POND

DRAIN DITCH

DETAIL "A"

S 80°49'53" E

N 81°00'00" W 3.77'

S 8°52'47" W

N 71°09'30" W 174.64'

S 71°09'30" W

N 76°55'14" E

S 89°30'55" E

1" = 30 feet

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
ORDINANCES
Agenda Item No: 9.A.
Voluntary Annexation Ordinance Adoption - Frank G. Herrera and Elizabeth Y. Herrera

1. **Agenda Item:**
Consider the Ordinance Providing for the Voluntary Annexation of 19.354 Acres Out of and Forming a Part of Lots 3 and 4, Section 247, Texas-Mexican Railway Company's Survey, Recorded in Volume 2, Page 29, Hidalgo County Map Records, Hidalgo County, Texas, Located at 3601 North Cesar Chavez Road, as Requested by Melden & Hunt Inc., on Behalf of Frank G. Herrera and Elizabeth Y. Herrera. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 19.354 acre tract is currently a vacant piece of property. The proposed development is located just south of the ditch on the southwest corner of East Monte Cristo Road and North Cesar Chavez Road. Water Services will be provided by North Alamo Water Supply Corporation CCN and is within the City of Edinburg Sanitary Sewer CCN. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste and other City Departments will be provided.

The City has received a Preliminary Plat application for Emerald Grove on Monte Cristo Subdivision on September 4, 2024, at the subject property for a single-family development and received preliminary plat approval October 10, 2024.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter. The petition was accepted by City Council November 19, 2024.

As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may the ordinance annex such territory. Based on the preceding provision, the City Council may act on the petition and adopt an ordinance annexing the property at the December 3, 2024 regular meeting.

Approval of the ordinance on December 3, 2024, will conclude the Voluntary Annexation process. The proposed annexation will require the developer to construct a lift station to extend City of Edinburg wastewater services to this area. No other new physical facilities are proposed for this 19.39 +/- acre tract of land. Water will be provided by North Alamo Water Supply Corporation.

Fical Impact: If the property is annexed, the City's ad valorem tax base will increase and result in future property tax revenue for the City. Estimated tax revenue for City: 165 townhomes at $220,000 per residence = $228,690 annual in tax revenue.

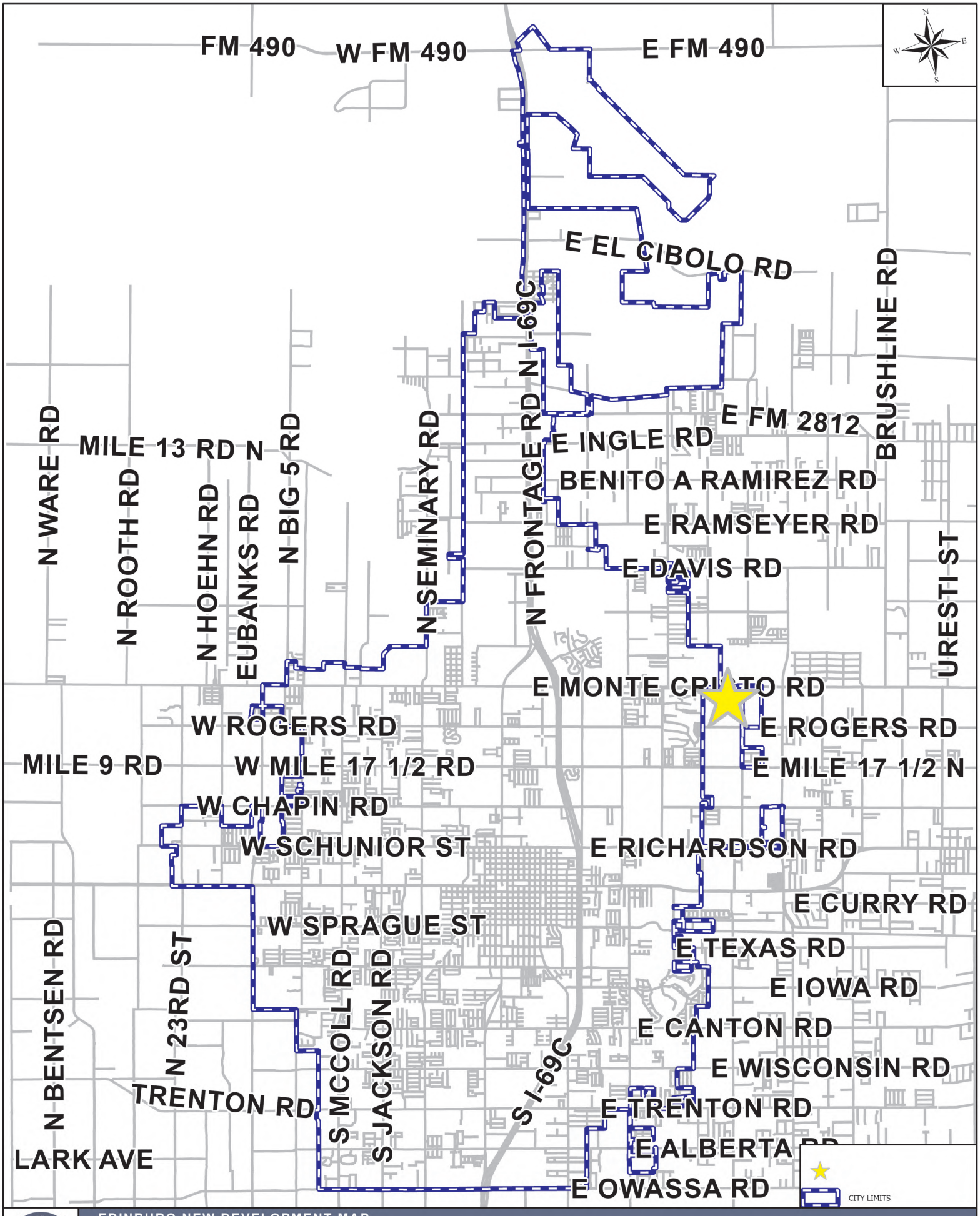
3. **Staff's Recommendation:**
Staff recommends approval of the ordinance for the Voluntary Annexation of 19.354 acres out of and forming a part of Lots 3 and 4, Section 247, Texas-Mexican Railway Company's Survey, recorded in Volume 2, Page 29, Hidalgo County Map Records, Hidalgo County, Texas. The

proposed Voluntary Annexation falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

Reviewed by:
Gerardo Carmona, Director of Utilities
Jaime Ayala, Chief of Police
Omar Garza, Fire Chief
Vincent Romero, Director of Public Works
Mardoqueo Hinojosa, City Engineer
Ramiro Gomez, Director of Solid Waste Management
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

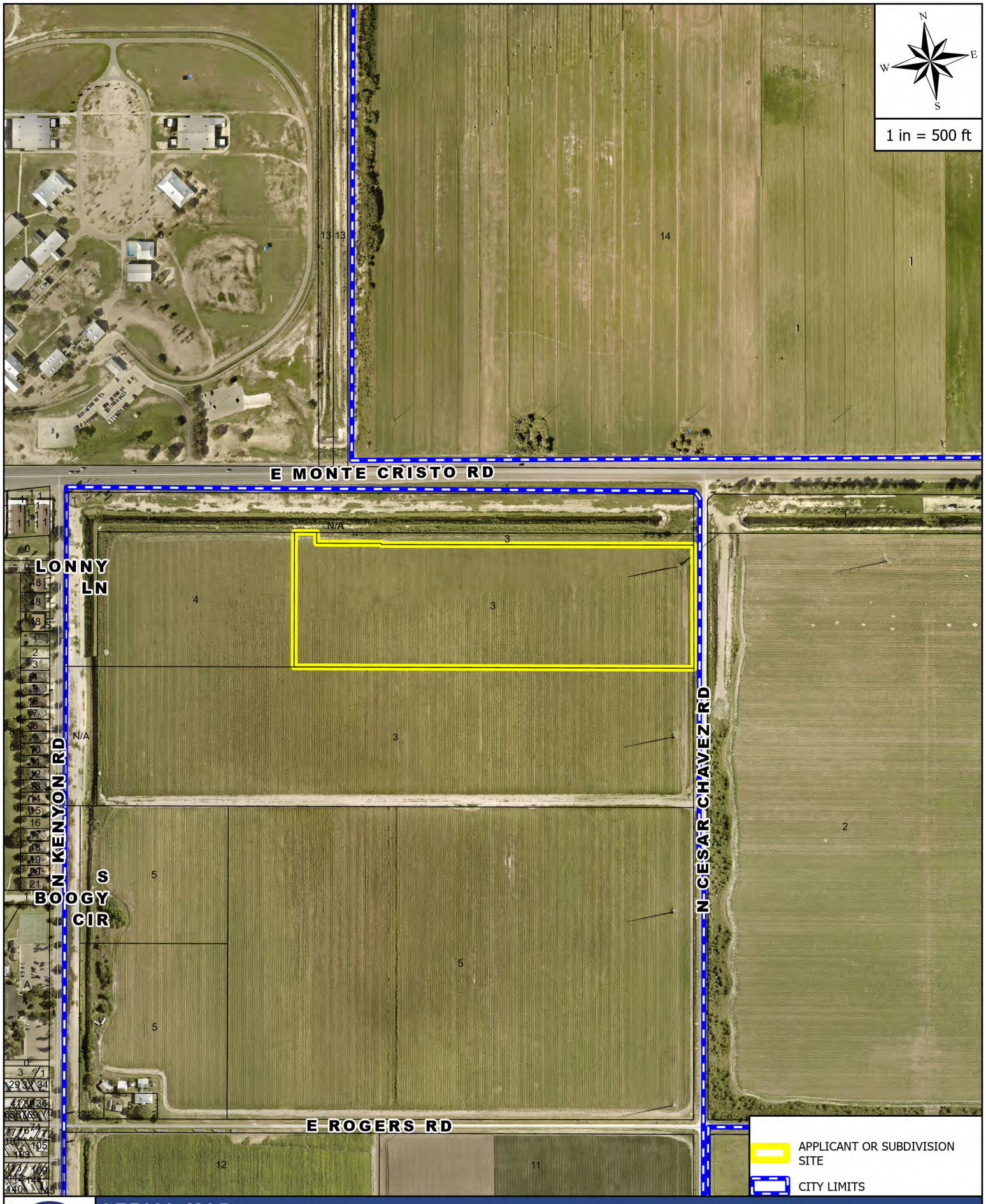
Attachments:
A. City Council Agenda Packet Attachments
B. Ordinance



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

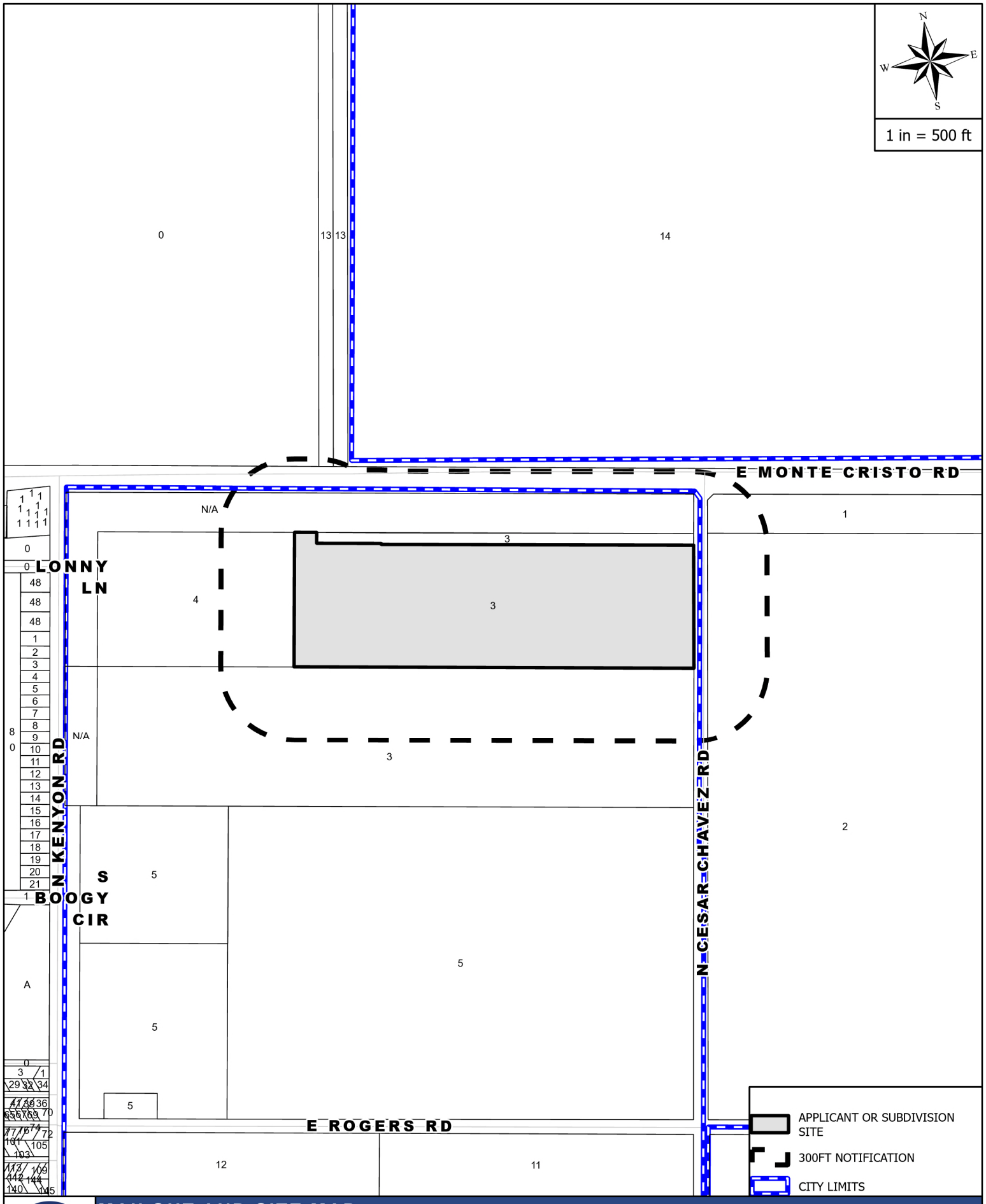
ANNEX-2024 EMERALD GROVE ON MONTE CRISTO



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

ANNEX-2024 EMERALD GROVE ON MONTE CRISTO



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

ANNEX-2024 EMERALD GROVE ON MONTE CRISTO

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8303

THE CITY OF Edinburg

Voluntary Annexation Petition

ENERGOV CASE #

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

19.39 +/- Acres out of Lots 3 and 4 section 247, Texas-Mexican Railway Company Survey Volume 2, Page 29, Map Records of Hidalgo County

Frank G. Herrera and Elizabeth Y Herrera trustees of The Herrera Living Trust

Owner's Name (Print) Frank G. Herrera

Owner (Signature)

Sept 19, 2024

Date

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for ~~Hidalgo~~ Bexar County, Texas, on this day personally appeared Frank G. Herrera, whom stated upon his oath the following:

My name is Frank G. Herrera, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 19th day of September, 20 24.

Notary Public in and for the State of Texas

STEFANI WILDER
Notary Public, State of Texas
Comm. Expires 12-13-2027
Notary ID 134679631

Planning & Zoning
415 West University Drive
Edinburg, Texas 78539
(956) 388-8303

THE CITY OF Edinburg

Voluntary Annexation Petition

ENERGOV CASE #

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

19.39 +/- Acres out of Lots 3 and 4 section 247, Texas-Mexican Railway Company Survey Volume 2, Page 29, Map Records of Hidalgo County

Frank G Herrera and Elizabeth Y Herrera trustees of The Herrera Living Trust

Owner's Name (Print) Elizabeth Y Herrera

Owner (Signature) Elizabeth Y Herrera

Date 9/19/2024

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for ~~Hidalgo~~ Bexar County, Texas, on this day personally appeared Elizabeth Y Herrera, whom stated upon his oath the following:

My name is Elizabeth Y Herrera ***, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.***

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 19th day of September, 20 24.

Stefani Wilder

Notary Public in and for the State of Texas

STEFANI WILDER
Notary Public, State of Texas
Comm. Expires 12-13-2027
Notary ID 134679631

October 2, 2024

METES AND BOUNDS DESCRIPTION
19.354 ACRES OUT OF
LOTS 3 AND 4, SECTION 247
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

A tract of land containing 19.354 acres situated in the City of Edinburg, Hidalgo County, Texas being a part or portion of LOTS 3 AND 4, SECTION 247, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, according to the plat thereof recorded in Volume 2, Page 29, Hidalgo County Map Records, which said 19.354 acres being out of a certain tract conveyed to Frank G. Herrera and Elizabeth Y. Herrera by virtue of a Warranty Deed recorded under Document Number 3398682, Hidalgo County Official Records; said 19.354 acres also being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 3 and being within the existing right-of-way of Morningside Road-Cesar Chavez Road;

THENCE, N 08° 53' 15" E along the East line of said Lot 3 and within the existing right-of-way of Morningside Road-Cesar Chavez Road, a distance of 572.00 feet to a No. 4 rebar found with Cap Stamped "RDE 6496" for the POINT OF BEGINNING and the Southeast corner of this tract;

1. THENCE, N 81° 06' 45" W (N 80° 55' W deed call) at a distance of 20.00 feet pass a No. 4 rebar found with Cap Stamped "RDE 6496" on the existing West right-of-way line of Morningside Road-Cesar Chavez Road, at a distance of 1,320.00 feet pass the West line of said Lot 3 and the East line of said Lot 4, continuing a total distance of 1,675.40 feet to a No. 4 rebar set for the Southwest corner of this tract; to which a No. 4 rebar found with Cap Stamped "RDE 6496" bears S 06° 06' 15" E a distance of 0.37 feet;

2. THENCE, N 08° 53' 15" E a distance of 550.87 feet to a No. 4 rebar set on the existing South Canal right-of-way line of Hidalgo County Irrigation District No. 1 by virtue of Affidavit recorded under Document Number 2880111, Hidalgo County Official Records for the Northwest corner of this tract; to which a No. 4 rebar found with Cap Stamped "RDE 6496" bears N 09° 05' 50" E a distance of 15.50 feet;

3. THENCE, S 81° 06' 45" E along the existing said South Canal right-of-way line of Hidalgo County Irrigation District No. 1, a distance of 80.40 feet to a No. 4 rebar set for an outside corner of this tract; to which a No. 4 rebar found with Cap Stamped "RDE 6496" bears N 08° 50' 47" E a distance of 15.51 feet;

4. THENCE, S 08° 53' 15" W along the West line of a certain tract conveyed to Hidalgo County Drainage District No. 1 by virtue of Warranty Deed recorded under Document Number 1957740, Hidalgo County Official Records, a distance of 50.06 feet to a No. 4 rebar found with Cap Stamped "RDE 6496" at the Southwest corner of said certain tract conveyed to Hidalgo County Drainage District No. 1, for the inside corner of this tract;

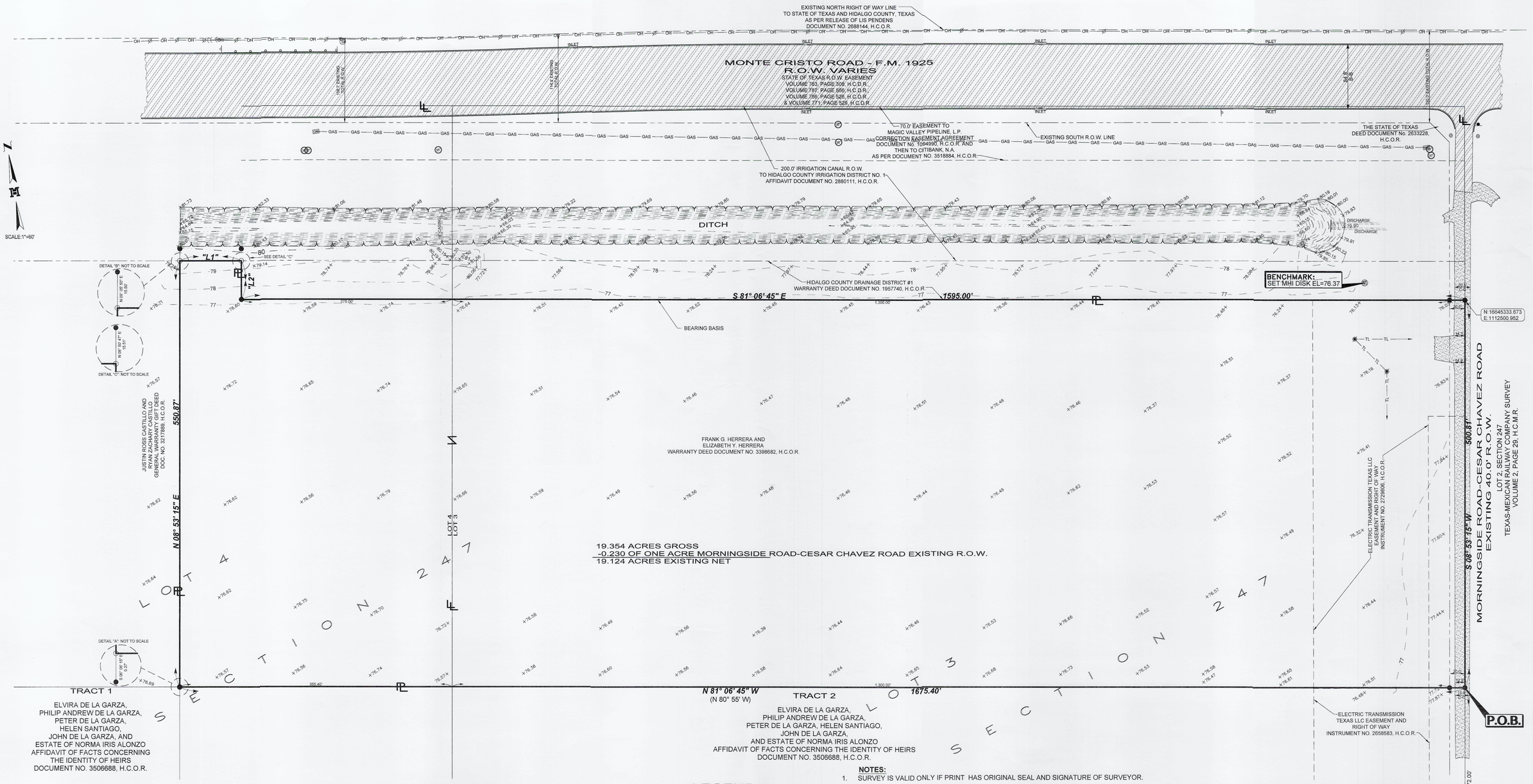
5. THENCE, S 81° 06' 45" E along the South line of said certain tract conveyed to Hidalgo County Drainage District No. 1, at a distance of 275.00 feet pass the East line of said Lot 4 and the West line of said Lot 3, at a distance of 1,575.00 feet pass a No. 4 rebar found with Cap Stamped "RDE 6496" on the existing West right-of-way line of Morningside Road-Cesar Chavez Road, continuing a total distance of 1,595.00 feet to a No. 4 rebar found with Cap Stamped "RDE 6496" [Northing: 16645333.673, Easting: 1112500.952] on the East line of said Lot 3, for the Northeast corner of this tract;

6. THENCE, S 08° 53' 15" W along the East line of said Lot 3 and within the existing right-of-way of Morningside Road-Cesar Chavez Road, a distance of 500.81 feet to the POINT OF BEGINNING and containing 19.354 acres of which 0.230 of one acre lies within the existing right-of-way of Morningside Road-Cesar Chavez Road, leaving an existing net of 19.124 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS A SURVEY MADE ON THE GROUND ON 9/11/2024 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE: 10/24/2024

STATE OF TEXAS REGISTERED ROBERTO N. TAMEZ 6238 PROFESSIONAL LAND SURVEYOR



PLAT SHOWING
19.354 ACRES
OUT OF LOTS 3 AND 4, SECTION 247
TEXAS-MEXICAN RAILWAY
COMPANY SURVEY
VOLUME 2, PAGE 29 H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 9/1/2024 UNDER MY DIRECTION AND SUPERVISION AND WAS NOT INTENDED TO SHOW ALL EASEMENTS.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 10/2/2024

STATE OF TEXAS
ROBERTO N. TAMEZ
6238
REGISTERED
PROFESSIONAL
LAND SURVEYOR

LEGEND

- FOUND No.4 REBAR WITH CAP STAMPED "RDE 6496"
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- SET MHI DISK
- POWER POLE
- GUY WIRE
- TRANSMISSION POLE
- SANITARY SEWER MANHOLE
- IRRIGATION STAND PIPE (SIZE AS NOTED)
- GAS METER
- STOP SIGN
- GAS MARKER
- GAS LINE [APPROXIMATE LOCATION]
- GUARD RAIL
- EDGE OF DITCH TOP
- TRANSMISSION LINE
- OVERHEAD POWER LINE
- ASPHALT AREA
- CONCRETE AREA
- CALICHE DRIVEWAY
- C-C - EDGE OF CALICHE TO EDGE OF CALICHE
- B-B - BACK OF CURB TO BACK OF CURB
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- P.O.B - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- S.E. COR. - SOUTHEAST CORNER
- C-C - EDGE OF CALICHE TO EDGE OF CALICHE
- ( ) - RECORDED DEED CALLS
- LOT LINE
- PROPERTY LINE
- SAME OWNER

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
3. BEARING BASIS IS BASED ON THE NO. 4 REBAR FOUND AT THE INSIDE CORNER OF SUBJECT TRACT TO THE NO. 4 REBAR FOUND AT THE NORTHEAST CORNER OF SUBJECT TRACT.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.
5. SUBJECT TO AN EASEMENT IN FAVOR OF COASTAL TRANSMISSION CORPORATION AS RECORDED IN VOLUME 928, PAGE 429, H.C.D.R. LOCATED OVER, THROUGH, ALONG, UNDER HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1'S CANALS, DRAINAGE DITCHES, AND EXISTING IRRIGATION AND DRAINAGE R.O.W.S NO SPECIFIED WIDTH OF EASEMENT.
6. SUBJECT TO AN EASEMENT IN FAVOR OF ELECTRIC TRANSMISSION TEXAS, LLC AS RECORDED UNDER DOCUMENT NO. 2729806, H.C.O.R. PLOTTED AND SHOWN HEREON.
7. NO BUILDING SETBACKS SHOWN ON SAID RECORDED MAP OF TEXAS-MEXICAN RAILWAY COMPANY SURVEY AS RECORDED IN VOLUME 2, PAGE 29, H.C.M.R. BUILDING SETBACKS AS PER CITY OF EDINBURG.
8. THIS SURVEY DOES NOT MEET THE STATE OF TEXAS SUBDIVISION REQUIREMENTS.
9. HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 WAS CONTACTED FOR ANY INFORMATION RELATING TO THEIR EASEMENTS AND/OR FEE SIMPLES UPON SUBJECT TRACT. INFORMATION IS STILL PENDING.
10. AS PER THE HIDALGO COUNTY'S THOROUGHFARE WEBSITE, MORNING SIDE ROAD-CESAR CHAVEZ ROAD IS LABELED AS AN EXPANSION MINOR ARTERIAL OF 100 FEET WIDE AND THE MONTE CRISTO ROAD IS LABELED AS AN EXPANSION HIGH SPEED PRINCIPAL ARTERIAL OF 150 FEET WIDE.

Line Table		
Line #	Direction	Length
"L1"	S 81° 06' 45" E	80.40'
"L2"	S 08° 53' 15" W	50.06'

FLOOD ZONE
ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD

COMMUNITY PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2001

PAGE 3 OF 3

JOB No.	24124.02-08
DRAWING DATE:	10/2/2024
DRAWN BY:	J.C./I.H.
File Name:	24124.02-08
T-1242, PG.	22

REVISION	DATE	BY

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MELDEN & HUNT INC.
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ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS No.10096800

SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 4, 2024 November 19, 2024	Submitted petition for annexation Resolution to City Council on accepting petition of voluntary annexation	
November 19, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for December 3, 2024 (20 days)	TGC 43.0671
November 8, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to the Monitor for publication on **November 8, 2024**, for publication **November 13, 2024** Post notice of public hearing on city's website and maintain until hearings are complete **School District notice**. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing. **Public Entity notices.** Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than **10 days nor more than 20 days before public hearing.**
November 13, 2024	Legal notice for Public Hearing Published for the date of **December 3, 2024** (20 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
December 3, 2024	Public Hearing – Regular City Council Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
December 3, 2024	First and Final reading of the Ordinance (after public hearing)	TLGC 43.0673
Within 30 days of Final reading	City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF 19.354 ACRES OUT OF AND FORMING A PART OF LOTS 3 AND 4, SECTION 247, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, RECORDED IN VOLUME 2, PAGE 29, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 3601 NORTH CESAR CHAVEZ ROAD, AS REQUESTED BY MELDEN & HUNT INC., ON BEHALF OF FRANK G. HERRERA AND ELIZABETH Y. HERRERA. SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, on November 19, 2024, the City Council accepted a petition from City of Edinburg, for voluntary annexation of the above described property and adjoining roadways of said property, more particularly described herein in Exhibits "A" and "B" proposed to be annexed by the City of Edinburg; and

WHEREAS, the City of Edinburg seeks to annex the above described property, more particularly described herein in Exhibits "A" and "B"; and

WHEREAS, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I: AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II: The land described in Exhibits "A" and "B", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

SECTION III: The herein described property and the area to be annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants hereof shall be entitled to all of the rights and privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

SECTION IV: The extraterritorial jurisdiction of the City of Edinburg shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

SECTION V: Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by 19.354 acres out of and forming a part of Lots 3 and 4, Section 247, Texas-Mexican Railway Company's Survey, recorded in Volume 2, Page 29, Hidalgo County Map Records, Hidalgo County, Texas, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

SECTION VI: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of the members of the City Council present.

SECTION VII: Upon final passage, this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and upon passage.

SECTION IX: If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

SECTION VII: In accomplishing the annexation of the property herein described the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

READ, CONSIDERED, PASSED AND APPROVED at a special meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of December, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

October 2, 2024

METES AND BOUNDS DESCRIPTION
19.354 ACRES OUT OF
LOTS 3 AND 4, SECTION 247
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

A tract of land containing 19.354 acres situated in the City of Edinburg, Hidalgo County, Texas being a part or portion of LOTS 3 AND 4, SECTION 247, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, according to the plat thereof recorded in Volume 2, Page 29, Hidalgo County Map Records, which said 19.354 acres being out of a certain tract conveyed to Frank G. Herrera and Elizabeth Y. Herrera by virtue of a Warranty Deed recorded under Document Number 3398682, Hidalgo County Official Records; said 19.354 acres also being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 3 and being within the existing right-of-way of Morningside Road-Cesar Chavez Road;

THENCE, N 08° 53' 15" E along the East line of said Lot 3 and within the existing right-of-way of Morningside Road-Cesar Chavez Road, a distance of 572.00 feet to a No. 4 rebar found with Cap Stamped "RDE 6496" for the POINT OF BEGINNING and the Southeast corner of this tract;

1. THENCE, N 81° 06' 45" W (N 80° 55' W deed call) at a distance of 20.00 feet pass a No. 4 rebar found with Cap Stamped "RDE 6496" on the existing West right-of-way line of Morningside Road-Cesar Chavez Road, at a distance of 1,320.00 feet pass the West line of said Lot 3 and the East line of said Lot 4, continuing a total distance of 1,675.40 feet to a No. 4 rebar set for the Southwest corner of this tract; to which a No. 4 rebar found with Cap Stamped "RDE 6496" bears S 06° 06' 15" E a distance of 0.37 feet;

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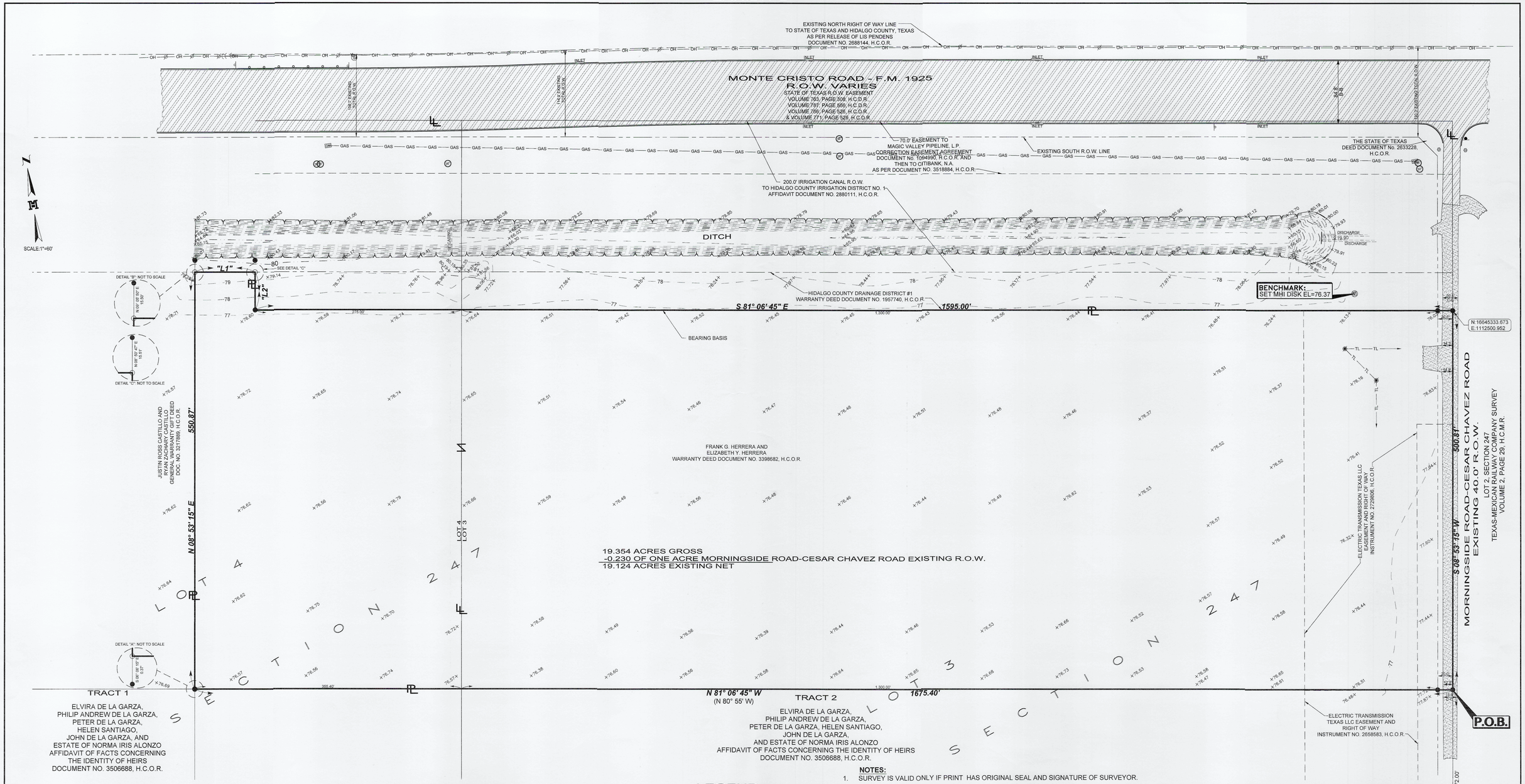
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ROBERTO N. TAMEZ, R.P.L.S. #6238 DATE: 10/04/2024



EXHIBIT B



PLAT SHOWING
19.354 ACRES
OUT OF LOTS 3 AND 4, SECTION 247
TEXAS-MEXICAN RAILWAY
COMPANY SURVEY
VOLUME 2, PAGE 29 H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

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ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 10/4/2024

STATE OF TEXAS
ROBERTO N. TAMEZ
6238
REGISTERED
PROFESSIONAL
LAND SURVEYOR

LEGEND

- FOUND No.4 REBAR WITH CAP STAMPED "RDE 6496"
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- SET MHI DISK
- POWER POLE
- GUY WIRE
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C-C - EDGE OF CALICHE TO EDGE OF CALICHE
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NOTES:

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2. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
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5. SUBJECT TO AN EASEMENT IN FAVOR OF COASTAL TRANSMISSION CORPORATION AS RECORDED IN VOLUME 928, PAGE 429, H.C.D.R. LOCATED OVER, THROUGH, ALONG, UNDER HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1'S CANALS, DRAINAGE DITCHES, AND EXISTING IRRIGATION AND DRAINAGE R.O.W.S NO SPECIFIED WIDTH OF EASEMENT.
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Line Table		
Line #	Direction	Length
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"L2"	S 08° 53' 15" W	50.06'

FLOOD ZONE
ZONE "X" (SHADED)
AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD

COMMUNITY PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2001

PAGE 3 OF 3

JOB No.	24124.02-08
DRAWING DATE:	10/2/2024
DRAWN BY:	J.C./I.H.
File Name:	24124.02-08
	T-1242, PG. 22

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REVISION	DATE	BY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
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PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPELS No.10096800

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
ORDINANCES
Agenda Item No: 9.B.
Ordinance Amending Code of Ordinances-Associate Municipal Judges

1. **Agenda Item:**
Consider Ordinance and Possible Action Amending the Code of Ordinances of the City of Edinburg at Title III: Administration, Chapter 30 Administrative Code, Section 30.014(B) Associate Municipal Judges, Allowing the Appointment of One or More Associate Judges. [Josephine Ramirez Solis, City Attorney]

2. **Description:**
Texas Government Code 29.007 authorizes the City of Edinburg to create associate judges and temporary judges of the City's municipal court. The state law allows the City to do so either by charter or by ordinance. Currently, city ordinance authorizes the City Council to appoint temporary judges who may act when the elected municipal court judge is not available. The City's ordinance requires that the City Council appoint only temporary judges who are nominated by the elected municipal judge. Currently, there are no temporary judges for the municipal court.

The proposed ordinance authorizes the City Council to appoint associate municipal judges who may act concurrently with the elected municipal judge and provide coverage day and/or night. Associate municipal judges must have the same qualifications as the elected municipal court judge, are removable at any time by the City Council, and may receive compensation as provided for and approved by the City Council.

3. **Staff's Recommendation:**
Consider Ordinance and Possible Action Amending the Code of Ordinances of the City of Edinburg at Title III: Administration, Chapter 30 Administrative Code, Section 30.014(B) Associate Municipal Judges, Allowing the Appointment of One or More Associate Judges.

Reviewed by:

Prepared by:
Josephine Ramirez Solis,
City Attorney

Attachments:
A. Ordinance Associate Judges

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TITLE III: ADMINISTRATION, CHAPTER 30 ADMINISTRATIVE CODE; SECTION 30.014(B) ASSOCIATE MUNICIPAL JUDGES; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, City Charter Article VIII Section 1 requires that the City's Municipal Court Judge be elected; and

WHEREAS, Texas Government Code 29.007 authorizes home rule cities, such as the City of Edinburg, to create by charter or by ordinance municipal court associate judges; and

WHEREAS, City Code of Ordinances Section 30.014(B) currently allows the City Council to appoint one or more temporary judges who may act only when the elected Municipal Court Judge is unavailable to act; and

WHEREAS, the City Council believes it is in the best interests of the City to create associate judges of the Municipal Court who may act concurrently with the elected Municipal Court Judge.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals are true and correct and the City Council hereby incorporates such Recitals as findings of fact.

SECTION II. AUTHORITY OF LAW. All requirements of the law have been met in the passing of this Ordinance.

SECTION III. The Code of Ordinances of the City, Title III, Chapter 30, Section 30.014 is amended to read in its entirety as follows:

(A) The municipal court is headed by the elected municipal court judge.

(B) Associate Municipal Judges.

(1) The City Council may appoint one or more associate municipal judges who may hold concurrent or continuous sessions as the elected municipal judge either day or night.

(2) Associate municipal judges shall meet the same qualifications as the elected municipal court judge.

(3) Each associate municipal judge may exercise municipal court jurisdiction and has concurrent jurisdiction with the other associate municipal judges and the elected municipal court judge, except that the elected municipal court judge is the presiding judge of the municipal court.

(4) An associate municipal judge may be removed from office at any time by the City Council for any reason.

(5) Associate municipal judges may receive such compensation as may be provided for and approved by the City Council.

SECTION VI. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject, and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION VII. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION VIII. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage.

SECTION IX. CODIFICATION: That this Ordinance shall be published in the Code of Ordinances of the City of Edinburg, Texas.

SECTION X. WAIVER CLAUSE. The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on December 03, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
RESOLUTION
Agenda Item No: 10.A.
Resolution: Community Health Worker

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Accept a Grant Award from and Enter Into a Services Agreement with The University of Texas Health Science Center at Houston on Behalf of its School of Public Health in Brownsville in an Amount Not to Exceed $60,000 and Execute Grant Documents Relating Thereto. [Claudia Farias, Director of Grants Administration]

2. **Description:**
The University of Texas Health Science Center at Houston is proposing to award the City of Edinburg a $60,000 grant to hire a community health worker to carry out the Tu Salud Si Cuenta! (TSSC) Program. The TSSC Program is an evidence-based, collaborative, and results-driven program focused on improving health outcomes in the community to address high rates of obesity and diabetes. The grant award is approximately $60,000 with no local match required, for personnel costs of the proposed community health worker.

The term of the Services Agreement is from October 1, 2024 to September 30, 2025.

If the award is accepted, procurement will adhere to federal, state, and city procurement policies.

3. **Staff's Recommendation:**
Approve resolution authorizing the City Manager to accept a grant award from, and enter into a Services Agreement with The University of Texas Health Science Center at Houston on behalf of its School of Public Health in Brownsville in an amount not to exceed $60,000 and execute grant documents relating thereto.

Reviewed by:

Prepared by:
Claudia Farias, Director of Grants Administration

Attachments:
A. UT Health Science Center Resolution 11.23.2024
B. Edinburg_FFY 2025 TSSC Service Agreement

RESOLUTION NO.

THE STATE OF TEXAS	**§**	**RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT AWARD FROM, AND ENTER INTO A SERVICES AGREEMENT WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON ON BEHALF OF ITS SCHOOL OF PUBLIC HEALTH IN BROWNSVILLE IN AN AMOUNT NOT TO EXCEED $60,000 AND EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, The City of Edinburg finds it is the best interest of the residents to accept a grant award from, and enter into a Services Agreement with The University of Texas Health Science Center at Houston on behalf of its School of Public Health in Brownsville for the Tu Salud Si Cuenta Program; and,

WHEREAS, the City of Edinburg is eligible to receive $60,000 in grant funding, with no local match required; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of The University of Texas Health Science Center at Houston funds, the City of Edinburg assures that the funds will be returned to The University of Texas Health Science Center at Houston in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to accept, alter, terminate and execute any and all documents related to the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to accept a grant award from The University of Texas Health Science Center at Houston, and accept, alter, terminate and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is

expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 3rd day of December 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into on this 1st day of October 2024, by and between The University of Texas Health Science Center at Houston on behalf of its School of Public Health in Brownsville ("University"), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System ("System"), and the City of Edinburg ("Contractor").

RECITALS

WHEREAS, University desires to engage the services of Contractor; and,

WHEREAS, Contractor is competent to provide such services and desires to work with University;

NOW, THEREFORE, University and Contractor agree that the following terms, conditions and limitations shall govern this Agreement:

1. **Scope of Work**: Contractor will perform the scope of the work to the satisfaction of University as described below:

   A. **Staff, Equipment, and Training**
      i. Contractor will employ a community health worker (CHW) to carry out the Tu Salud ¡Si Cuenta! (TSSC) program activities in their municipality, which include the promotion of SNAP - Ed (Supplemental Nutrition Education Program- Education). Contractor will oversee the CHW duties. If the CHW leaves this position, a new CHW must be hired within 60 days. The contractor will ensure that the new CHW, if not already a certified community health worker by the Texas Department of State Health Services, receives the 160-hour course and becomes certified. This should be completed within 4 months of being hired. During that time, the CHW-in-training may conduct CHW duties, but only under the direct supervision of a TSSC certified CHW to protect the contractor and participant.
      ii. Contractor is responsible for purchasing and maintaining the following equipment required by the program: a laptop computer, projector, a scale, stadiometer, and access to phone for contacting participants. Specifications for these equipment items will be provided by University.
      iii. Contractor will ensure that the CHW has a workspace, including venues to host exercise classes, diabetes prevention program (DPP) classes, and The Happy Kitchen/La Cocina Alegre™ (LCA) classes, in order to implement TSSC program services. All programs must be offered in safe locations and at times convenient to participants. Contractor is expected to comply with University policies and regulations for COVID-19 safety procedures.

   B. **Participation in Program Meetings**
      i. Contractor municipal leadership representatives will participate in a minimum of 2 semiannual meetings or seminars organized by University between October 1, 2024 and September 30, 2025.
      ii. Contractor will ensure CHW participates in monthly meetings and seminars organized by

university. A maximum of 2 excused absences will be allowed during the agreement period. If two excused absences have been used and CHW cannot attend a monthly meeting, a representative must attend in place of the CHW.

iii. Contractor and University will meet as needed to discuss progress in meeting the services listed in this agreement.

C. **Community Coalition**

i. Contractor will ensure participation in an established local community coalition; if one does not exist, the Contractor will create a local community coalition. The purpose of this coalition is to help give contractor insight into additional strategies for creating a healthy community by involving community members and organizations to provide feedback and concerns. Contractor and community actions or improvements related to items discussed during the meetings should be documented.

- Contractor municipal leadership representative must attend or host a minimum of 2 coalition meetings by September 30, 2025. Contractor municipal leadership representative will be expected to contribute towards resolving issues identified in the coalition meetings. CHW can provide support with all coalition efforts.
- Contractor must submit agendas**,** sign-in sheets, and minutes to document contractor's attendance and participation in coalition meetings. Documentation must be submitted to University within 15 business days after the coalition meeting was held.

D. **Program Implementation**

Contractor will implement all TSSC components during the contract period, which are comprised of: risk factor screening, media, social support, education, and environmental infrastructure change and policies supporting health outcomes. The following program services pertaining to the TSSC components should be implemented during the agreement period:

i. ***Risk Factor Screening and Follow-up*** (TSSC CHW Case Management)
Contractor will ensure participant enrollment and follow-up in TSSC CHW Case Management between October 1, 2024 and September 30, 2025 for a minimum of **55 unique individuals** as outlined below. Contractor will offer TSSC interventions to enrolled participants and document participant changes as prescribed by University.

- Of the 55, at least **25 unique individuals with risk factors for chronic disease** reached must successfully complete at least 6 of 7 possible individualized visits per person (first encounter plus completion of 5 educational modules through follow-up visits).
  - Interventions these participants receive include information on clinical risk factors, educational modules, text messages, newsletters (electronic/paper), and exercise and nutrition education.
  - These 25 individuals may include follow up visits for participants first encountered in March 2024 and after.
  - A participant who receives a first encounter plus 6 educational modules through follow-up visits (total of 7 visits) is considered a graduate of TSSC CHW Care (i.e. discharged from CHW care).

- The University set up a referral process to support individuals who are at risk of or are living with chronic disease in the respective municipality to more quickly access lifestyle change support from the trained CHW. Contractor will work with the University to accept these referrals and deploy their CHW to support health improvements.

- Of the 55 total individuals, an additional minimum of **30 unique individuals** must successfully complete three encounters with a CHW according to the following minimum requirements:
  - Minimum of 2 CHW visits (completed first encounter visit with TSSC Enrollment Form and at least one follow-up visit with Follow-Up Form and an educational module)
  - PLUS health communication intervention (documented receipt of interventions such as text message, newsletter, and/or online resources such as social media and website in data management system.)
  - PLUS group-based community intervention (confirmed participation in group-based community programming intervention such as LCA, DPP, The Challenge-RGV, and/or exercise classes)
    - AND/OR 3rd CHW visit (completed second follow-up visit with Follow-Up Form and educational module)
- Outcomes
  - Contractor will work closely with University representatives to reach the overall program goal of 45% of TSSC participants meeting **physical activity recommendations**.
  - Contractor will also work closely with University representatives to reach the overall program goal of 35% of TSSC participants meeting **fruit and vegetable consumption recommendations**.

ii. ***Media***

Contractor and CHW will identify TSSC participants for University to highlight as role models in media efforts (newsletter, weekly television segment, social media, TSSC website, etc.).

iii. ***Social Support*** / ***Education*** (Group-Based Community Intervention)

- Exercise Classes
  - Contractor will secure a minimum of 3 venues for group exercise offerings starting October 1, 2024 and maintain group exercise offerings at 3 venues until September 30, 2025.
  - Contractor will ensure that at least 12 free exercise classes per week are implemented by October 1, 2024. Contractor will maintain the availability of 12 classes per week until September 30, 2025. The free exercise classes must be taught by or coordinated by the CHW.
    - All exercise classes should provide nutritional information according to directions outlined by University and in accordance with SNAP-Ed funding.
    - The class types and locations will be coordinated with University to ensure that maximum geographical coverage is achieved across all cities partnering on this project and maximum opportunity for promotion of the classes.

        - Contractor will ensure CHW submits an accurate exercise class schedule to University on a monthly basis (by the 15th day of the month preceding) to be posted on various University-run platforms. Any changes to the exercise and nutrition class schedule, including additions and cancellations, must be approved by University. Notice of known cancellations must be sent to University with adequate time to alert the public. Additions to the schedule must be sent to University by the 15th of each month in anticipation of the coming month.
        - Contractor is expected to abide by University recommendations for adjusting method of class delivery in response to changing population health needs. This includes moving to virtual platforms or returning to in-person indoor or outdoor venues.

- The Challenge-RGV 2025
    - Contractor will actively promote and participate in The Challenge-RGV 2025 activities including the initial weigh-in events (January), midpoint weigh-in events (March), and weigh-out events (April). Participation includes ensuring that the CHW hosts a weigh-in within their community; attends at least one event hosted by the University during kick-off, mid-point, and finale; recruits wellness partners within their communities; and provides measurement tools and data entry supplies for University to utilize at these events. If The Challenge-RGV 2025 is moved to a virtual event only, participation will be expected virtually.

- The Happy Kitchen/La Cocina Alegre™
    - Contractor will implement one The Happy Kitchen/La Cocina Alegre™ session (6 classes) in collaboration with University and Brownsville Wellness Coalition. CHW will be responsible for assisting with recruitment, preparation, and facilitation of classes.

- Diabetes Prevention Program (DPP)
    - Contractor will participate in planning for region-wide options for implementation of Diabetes Prevention Program (DPP) Classes using an approved CDC curriculum, typically the Group Lifestyle Balance™ (GLB) curriculum.
        - Contractor will ensure CHW is certified in the approved DPP curriculum, to be determined by University.
        - Contractor should initiate or assist with one DPP offering with a certified DPP coach by September 30, 2025.
        - The certified DPP coach must shadow at least 3 DPP class sessions before launching their own or assisting with a DPP program.
        - Metrics must adhere to external DPP grant, as stipulated by the evaluation staff.
        - Contractor will track specific metrics such as physical activity, fruit and vegetable consumption, weight, and waist circumference using standardized forms and procedures delineated by University.
        - The contractor must agree to and the CHW must participate in observations of the delivery of course content for monitoring purposes.

- Data gathered through the program must be de-identified and shared with University for monitoring and reporting purposes at least quarterly.
- Contractor will invoice a specified amount, to be determined, upon initiation of DPP class by CHW to a pre-assigned PO number specific to DPP class dictated by University. The specified amount will be deducted from the total value of this agreement. If DPP class is not initiated, or contractor does not assist with class indicated by DDP team, the total value of the contract will be less the specified amount of DPP classes.
- Contractor will be held responsible for the completion of a minimum of 22 class sessions in 12-month curriculum, regardless of change in personnel.

iv. ***Environmental Infrastructure Change & Policy***

- Contractor will work with University and other community organizations to consider environmental infrastructure changes (such as Caracara Trails, sidewalk, on-road bike designations, community gardens, etc.) and policies to promote health (such as tobacco free ordinances, increased fruit and vegetable intake in schools, etc.) to promote health to the residents of their community.

E. **<u>Tracking Participant Data, Reporting and Invoicing</u>**

i. Contractor will work with University to ensure the CHW is trained to use the My Own Med (also known as RespondHealth) database system.

ii. Contractor will ensure that the CHW enters all required data into the My Own Med data system on a weekly basis, including:
- Information about participants enrolled in the TSSC program.
- Information about participant's insurance status and financial income.
- Information on the participants who received the follow-up visit (including, but not limited to, physical activity levels, level of consumption of fruits and vegetables, other referrals, and personal goals).

iii. Contractor will ensure the My Own Med data system containing their municipality's participant data is accurate. Any information that is found to be inaccurate will not count toward the aforementioned TSSC CHW Case Management goals.
- Information collected as part of this project should be maintained in accordance with The HIPAA Privacy Rule. This rule mandates that federal protections are in place for personal health information held by covered entities and gives patients an array of rights with respect to that information. As such, any personal health information collected as part of the TSSC program should not be stored on personal computers or devices and should not be shared via email or cloud services. Any paper files containing personal health information need to be stored in a locked cabinet or drawer.
- Other information may be required in order to track implementation and improvement of the project. The contractor will receive written notice of any new and additional information required for data entry.

iv. Contractor will ensure CHW submits all exercise class attendance sheets every Monday before 3pm to the assigned University staff member. Attendance sheets must be clear and organized according to University standards.

v. Contractor will ensure CHW submits all changes to the exercise class schedule by the 15th day of every month to the assigned University staff member.
vi. Contractor (Site Supervisor) will submit the Project Status Form to University monthly to document progress towards metrics.
vii. Contractor will participate in UTHealth's evaluation of municipal activities related to the TSSC program. Evaluation activities include but are not limited to: module delivery by individual, implementation audits and key informant interviews, evaluation of exercise classes, monitoring and observation of classes and screening, follow-up visit outcomes, and other evaluation surveys required by funders.
viii. Contractor will submit documentation of all other TSSC-related items including partnerships with local businesses and organizations, press coverage, etc.

Any expenses not listed in the Scope of Work above, but relating to the TSSC program, must be submitted in writing to the TSSC Program Manager for prior approval.

Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.

2. Duration of Agreement: This Agreement shall be effective 10/1/2024 and shall terminate on 09/30/2025. University will have the option to renew this agreement for three (3) additional one (1) year terms (each a "Renewal term".)

3. Compensation: University shall compensate Contractor as tasks are completed to the satisfaction of University's authorized representative Dr. Belinda Reininger.

All invoices are paid 'Net 30 Days' from receipt of invoice.

Reimbursement will occur based on the following tiered structures. 50% of the total payment is based on TSSC CHW Case Management, and 50% of the total payment is based on classes delivered.

Table 1. TSSC CHW Case Management

TSSC CHW Case Management Goal*	Reimbursement
25 unique individuals with a minimum of 6 visits	$15,000.00
30 unique individuals with a minimum of 3 encounters	$15,000.00

*Refer to Program Implementation requirements (Section 1.D.i.)

Table 2. Exercise Classes

Tiers	Goal Achievement*	Weekly Classes (avg/month)	Reimbursement
100%	83.3-100% +	10-12	$30,000.00

75%	75%	9	$22,500.00
50%	50%	6	$15,000.00
25%	25%	3	$7,500.00
0%	0%	0	$0.00

*****Refer to Program Implementation requirements (Section 1.D.iii.)
Goal is to maintain a minimum of 12 weekly exercise classes in a minimum of 3 venues.

Contractor must demonstrate fulfillment of these services to receive payment.
If contractor does not invoice for a minimum of $30,000 by April 15, 2025, University may choose to terminate this Agreement.

The total value of this Agreement per year shall not exceed $60,000.00.

4. Independent Contractor: It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Neither Contractor nor its employees shall hold themselves out as employees or agents of University. Neither Contractor nor its employees shall make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the University, except as may be expressly provided for herein or authorized in writing. University shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

5. Assignment: This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement to any party without the prior written consent of University. Any attempted assignment or transfer by Contractor of its rights or obligations without such consent shall be void. Furthermore, Contractor shall not subcontract any of the services to be provided hereunder to another entity without the prior written consent of University.

6. Amendment: This Agreement may not be changed or modified in any respect except by means of a written document executed by both parties.

7. Ownership and Use of Work Material.

7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "**Work Material**"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.

7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

8. Provisions of Law: This Agreement is subject to and shall be governed by the laws of the State of Texas, without regard to its choice of law provisions. Venue for any dispute arising out of this Agreement shall lie exclusively in Harris County, Texas. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the University's accounting department. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by University.

9. Notices: Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:

To University:	To Contractor:
The University of Texas	City of Edinburg

Health Science Center at Houston P.O. Box 20036 Houston, Texas 77225	415 W. University P.O. Box 1079 Edinburg, Texas 78540

10. Indemnification: Not Applicable.

11. Responsibility for Individuals Performing Work; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

By signing this Agreement, Contractor certifies compliance with this Section. Contractor shall notify University when there is a change in the individuals assigned to perform the work due to unsatisfactory background check results.

12. Compliance: Contractor certifies:

- that it and its employees comply with all federal and state laws and regulations, including without limitation, Medicare and Medicaid regulations and the Immigration Reform and Control Act of 1986; and
- That neither it nor its employee have been or are presently excluded from participating in, or have been sanctioned by, any federal or state healthcare program; and
- That it has conducted criminal background checks for prior convictions on its employees performing services hereunder.

Contractor agrees to immediately report to University if it becomes aware of the following: (1) A violation of any federal or state healthcare law, regulation or policy by Contractor, its employees or agents; (2) an inquiry or investigation by the government of Contractor, its employees or agents; or (3) if Contractor or its employees or agents are excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

13. Nondiscrimination: In the conduct of activities under this agreement, each party shall not unlawfully discriminate against any person on a basis prohibited by applicable law, including but not limited to race, color, national origin, religion, sex, age, veteran status, or disability.

14. Dispute Resolution: To the extent that Chapter 2260 of the *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260

shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

(A) Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Executive Vice President for Administration and Business Affairs of University, or such other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.

(B) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

(C) Compliance with the contested case process provided in subchapter C of Chapter 2260 is required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

(1) The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

(2) Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

15. Termination: University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section,

Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

16. Loss of Funding: University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board") and/or other non-state Granting Authority ("Authority"). If the Legislature fails to appropriate or allot the necessary funds, or the Board or the Authority fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

17. Force Majeure: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.

18. Confidentiality: All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for University, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between University and Contractor and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law. Contractor will not make any press releases, public statements, or advertisement regarding this Agreement or to the services to be provided hereunder without the prior written approval of University. To the extent Contractor is permitted to subcontract services it shall ensure that the subcontractor complies with the provisions of this Agreement. Contractor shall employ encryption to mitigate the risk of disclosure of University information in-storage and in-transit. Encryption implementation and strength should be sufficient to protect University information from disclosure until such time as disclosure poses no material risk.

19. Limitation of Liability: Except for University's obligation (if any) to pay Contractor certain fees and expenses University will have no liability to Contractor or to anyone claiming through or

under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to Contractor or to anyone claiming through or under Contractor, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or System, or anyone claiming under University has or will have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

20. Representations and Warranties by Contractor: If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

21. Franchise Tax Certification: If Contractor is a corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

22. Eligibility Certification: Pursuant to Section 2155.004, Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

23. Payment of Debt or Delinquency to the State: Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

24. Texas Family Code Child Support Certification: Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25. **Access by Individuals with Disabilities.** Contractor represents and warrants (the "EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to University under the Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government*

Code.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Agreement and Contractor will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.

26. Work Laws: Contractor shall comply with all labor and employment laws and regulations applicable to Contractor and its employees who will be performing services under this Agreement, including all laws and regulations pertaining to immigration, work status and eligibility (collectively, "Work Laws"). Contractor certifies that Contractor and Contractor's employees who will be performing services under this Agreement are, as of the effective date hereof, lawfully eligible to do so under applicable Work Laws.

27. Export Controls: Contractor shall comply with all applicable laws and regulations pertaining to export controls and the export of controlled technology or data in connection with its activities pursuant to this Agreement, including the Export Control Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"). For purposes of this Agreement, "controlled technology or data" means items, commodities, technology, software or information requiring federal agency approval under U.S. government laws and regulations before being exported to restricted foreign countries, persons and/or entities. The EAR and ITAR require U.S. Government approval before University releases controlled technology or data to foreign persons in the United States. In accordance with the foregoing, the following shall apply:

(A) Contractor shall promptly notify University in the event that Contractor or any of Contractor's employees who will be performing services under this Agreement or have access to University technology or data is a foreign national or is otherwise restricted under U.S. export controls laws from receiving controlled technology or data.

(B) If a license is required from any U.S. government agency to release any technology or data to the Contractor or any Contractor employee in connection with the Agreement, University may, at its discretion: (1) restrict Contractor's access to such technology and/or data until a license or other authorization is obtained, (2) narrow the scope of the services to be provided by Contractor under this Agreement, or (3) terminate this Agreement upon notice to Contractor.

(C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.

(D) In the event that University exercises option (1) above, Contractor shall, promptly upon receipt of an invoice from University therefore, reimburse University's costs for obtaining a license or other authorization.

(E) In no event shall University be liable to Contractor or any of Contractor's employees for exercising any of its rights set forth in this section 23, except for any lawfully permissible payment for services rendered by Contractor in accordance with the terms of this Agreement.

28. Health Insurance Portability and Accountability Act: Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by Contractor hereunder, Contractor agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.

29. Integration: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.

THIS AGREEMENT WILL BE IN EFFECT UPON FULL EXECUTION BY BOTH PARTIES. UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY PAYMENTS FOR SERVICES PERFORMED OR PRODUCTS DELIVERED BY CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

In Witness Whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

CITY OF EDINBURG	THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON
By: _____	By: _____
Signature	Signature (Authorized Purchasing Agent)
_____	_____
Typed Name	Typed Name
_____	_____
Title	Title
_____	_____
Date	Date
	_____
	PO Number

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
AWARDING OF BID
Agenda Item No: 11.A.
Professional Security Guard Services

1. **Agenda Item:**
Consider Awarding RFP No. 2024-020, Professional Security Guard Services and Authorize the City Manager to Negotiate a Contract with the Selected Firm. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
On Tuesday, September 24, 2024, bids were opened for RFP 2024-020, Professional Security Guard Services. A total of thirteen (13) bids were received and opened. The proposal consists of acquiring a qualified firm to provide professional security guard services for various city facilities. The proposals were evaluated by a committee that consisted of one (1) representative from each of the following Departments: Solid Waste Management, Library & Cultural Arts, and Aviation. The evaluation criteria included the proposer's experience, work performance, capacity to perform, business location, and proposed pricing.

Below is the list of vendors who responded to the bid listed in alphabetical order:

2 Zero 5 Security Protection Inc.
Arber Inc.
Bolt Security Company
D2T Protection Services LLC
FAST Group, LLC DBA G Force Security
Flores Investments, Inc. DBA American Investigations & Security International
L4 Security Group
MLG Protection Services
OPS Inc Security Services
PrimeTime Protection Services
Specialized Training and Reserve Security
Strategic Security Corp.
Vets Securing America

The tabulation identifies those firms evaluated and listed from highest to lowest based on the evaluation criteria. It is expected that the qualified firm selected will have a sufficient staffing level and a commitment to carry out the project without constraint and perform its service equal to those demonstrated by our staff and exemplify the quality of work and professionalism expected by our citizens. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in the project.

If approved, this Agreement would be for a one (1) year term, with two (2) additional one (1) year term extension options.

Funding is available through the FY 2024-2025 Budget under Solid Waste Management Fund, Contractual, Rents & Contractual.

3. **Staff's Recommendation:**
Approve awarding RFP 2024-020, Professional Security Guard Services and Authorize the City Manager to Negotiate a Contract with the Selected Firm.

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Evaluation Criteria
B. FAST Group, LLC DBA G Force Security
C. MLG Protection Services
D. Bolt Security Company
E. L4 Security Group
F. Arber Inc.
G. Vets Securing America
H. 2 Zero 5 Security Protection Inc.
I. Strategic Security Corp.
J. Flores Investments, Inc. DBA American Investigations & Security International
K. OPS Inc Security Services
L. D2T Protection Services LLC
M. Specialized Training and Reserve Security
N. PrimeTime Protection Services
O. Agreement
P. Bidders List

THE CITY OF Edinburg

RFP 2024-020 - Professional Security Guard Services

Opening Date: September 24, 2024 at 3:00 p.m.

Vendor	Experience	Work Performance	Capacity to Perform	Edinburg Business	Proposed Pricing	Total Score
FAST Group, LLC DBA G Force Security	35	14.33	11.67	5	18.33	84.33
MLG PROTECTION SERVICES	40	8.67	12.67	0	19	80.33
Bolt Security Company	29.33	17.33	13	5	13.33	78
L4 Security Group	28.33	17	14	4.33	11.33	75
Arber Inc.	26	18.33	12	0	14	70.33
Vets Securing America	24	17.33	13.67	0	9.33	64.33
2 Zero 5 Security Protection Inc.	22.67	15	10.67	0	15.67	64
Strategic Security Corp.	23.33	17.33	13.33	0	9.67	63.67
Flores Investments, Inc. DBA American Investigations & Security International	24.67	16.67	11	0	11	63.33
OPS Inc Security Services	13.33	13.67	11.33	0	7	45.33
D2T Protection Services LLC	4.33	3.67	7	5	18.67	38.67
Specialized Training and Reserve Security	10.33	10	8.33	0	10	38.67
PrimeTime Protection Services	3.67	3.33	8.67	0	19.67	35.33

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[FAST GROUP, LLC DBA G FORCE SECURITY] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

FAST Group, LLC DBA G Force Security Response

CONTACT INFORMATION

Company:
FAST Group, LLC DBA G Force Security

Email:
frank.guerrero@gforcesecurity.net

Contact:
Francisco Guerrero

Address:
210 W Cano Street
Suite 2B
Edinburg, TX 78539

Phone:
N/A

Website:
www.gforcesecurity.net

Submission Date:
Sep 24, 2024 1:14 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

City_of_Edinburg_RFP_Final_Signed.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

COI_FAST_GROUP_LLC.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_Signed.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_Signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_Signed.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_Signed.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affidavit_Signed.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

No

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Pass

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Form_CIQ_Signed.pdf
Form_1295_Certificate_101268766-2_Signed.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_II_-_Additional_...

Attachment_II_-_Additional_Cost_Signed.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Pass

Please download the below documents, complete, and upload.

- Attachment_IV_-_Insurance_R...

Attachment_IV_-_Insurance_Requirements.pdf

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_V_-_Insurance_Re...

Attachment_V_-_Insurance_Requirement_Acknowledgement-2_Signed_.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_VI_-_Project_Req...

Attachment_VI_-_Project_Requirements_Acknowledgement_Signed_copy.pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_VII_-_Litigation...

Attachment_VII_-_Litigation_Disclosure_Form_Signed.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_VIII_-_Security_...

Attachment_VIII_-_Security_Consultant_Qualifications_General_Questionnaire_Signed.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Pass

Please download the below documents, complete, and upload.

- Attachment_IX_-_Signature_P...

Attachment_Signature_Edinburg_Signed.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_X._-_Submittal_C...

Attachment_X._-_Submittal_Checklist_Signed.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$16.30
2	Unarmed Guard	Per Hour	$14.60
3	Vehicle / ATV	Per Month	$520.00
4	*Other:___ Include in Attachment II ____	Per _____	$25.00

***** Designate Other additional cost either per Hour/Day/Month



PROFESSIONAL SECURITY GUARD SERVICES

Solicitation No. 2024-020

3:00 PM, Tuesday, Sept. 24, 2024

SUBMITTED TO:

THE CITY OF Edinburg

City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

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September 24, 2024

The City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: Solicitation No. 2024-020

Professional Security Guard Services

On behalf of G-Force Security, LLC ("G-Force"), I appreciate the opportunity to submit our proposal to The City of Edinburg ("The City of Edinburg ") for Solicitation No. 2024-020 for the procurement of Professional Security Guard Services. G-Force is a Hispanic Owned, and DBE recognized company headquartered at 210 W. Cano St, Ste. B in Edinburg, Texas. G-Force is licensed by the Texas Department of Public Safety (License No. C20794).

G-Force Security was created in 2015 after the corporate restructuring of a reputable private security company that I founded in 2001 in an effort to establish a higher level of professionalism in the contract security services industry. G-Force provides high quality and affordable security services ranging from professional armed and unarmed security guards with such duties as access control, visitor monitoring and screening, fixed and mobile patrols and command control center operations. G-Force is a leading provider of uniform security services striving to continuously raise the standards in the private security services industry.

In 2009, I managed the performance of a seven-year, million-dollar federal contract with the Department of Homeland Security based in the State of New York at a detention facility and employed over 400 detention officers whose responsibilities included infirmary care, perimeter control, secured area/controlled access to the facility, and the transport of detainees.

As point of contact for this procurement effort, I may be reached at 956-603-2050 or via email at frank.guerrero@gforcesecurity.net. G-Force takes no exceptions or deviations to the requirements of the solicitation or the potential contract, and our proposal is fully compliant with all instructions.

We look forward to hearing from you concerning our proposal and participating in the next phase of this procurement process. Please do not hesitate to reach out if we, at G-Force Security, can be of any assistance or if we can provide any further information.

Sincerely,

Francisco J. Guerrero
President

FJG

EXECUTIVE SUMMARY

PROPOSAL NARRATIVE

Company History

G-Force Security (G-Force) was founded by Francisco J. Guerrero in an effort to continue with his vision and commitment to provide high quality yet affordable private security guard services to customers after the restructuring of a reputable security guard company that he founded in 2001.

Francisco is a veteran Police Officer having served both in Miami, FL and Hidalgo County, TX. Additionally, he proudly served in the United States Army Infantry Division. After a successful tour of duty, he received an Honorable Discharge before relocating to the South Texas region.

Francisco has always envisioned a security service company that would provide professional, dependable Security Officers of good character to this region. Our culture is built upon providing quality services to our valued clients by emphasizing our core values, strong ethics and teamwork.

From 2001 until 2015, Francisco was the General Manager of a reputable private security company wherein he was responsible for the daily operations of the firm along with managing an impressive portfolio of clients and contracts with educational institutions, city and county government, as well as the private sector. In 2009, he partnered in a Joint Venture opportunity in which that firm was awarded a seven year, multi-million dollar federal contract to provide services to a detention facility in the State of New York. This type of contract is awarded only to those who can meet the stringent requirements necessary to do business with the federal government.

Experience and Reputation of Firm and Principals

G-Force brings to The City of Edinburg our extensive, successful management experience in performing similar contractual work. Our successful work experience in managing contracts clearly demonstrates our capability to expertly serve The City of Edinburg's security mission.
G-Force's successful and relevant management experience with similar ventures has prepared our team to excel on this contract.

Our Objective

G-Force is proud of its established and reputable management experience and strong customer relationships built on our commitment to provide exemplary service and guaranteed long term value. We will establish a partnership with The City of Edinburg by focusing on your primary objective to secure The City of Edinburg's assets and property while emphasizing the safety of your employees, faculty, students and visitors. Our security officers along with our highly trained and experienced management team, and our outstanding support staff, combined with our experience in managing similar contracts are at the core of G-Force Security's strengths. Our management team has been very successful in serving the security needs of our customers since 2001 with a determination to provide complete protection while emphasizing our long-term commitment of client satisfaction.

Contingency Services

In an emergency situation, G-Force will always be ready and prepared to provide continuous service to The City of Edinburg even through the most dire of situations.

Delivering Exceptional Performance

G-Force will provide high-quality security services to The City of Edinburg in accordance with the contract specifications and requirements. We will provide competent, fully qualified and licensed security officers and supervisors as well as the necessary equipment and supervision to provide high quality security guard services. Upon award of contract, security officer services will be provided in accordance with the particular requirements as directed by an authorized representative from The City of Edinburg. Our qualified, well-trained security officers will fulfill all responsibilities assigned to them and other duties as requested by The City of Edinburg. G-Force will provide a visible deterrent to unauthorized or suspicious persons, and to criminal activity. We will be available to attend any meetings deemed necessary or as required by The City of Edinburg in order to ensure we are fulfilling The City of Edinburg's security requirements and needs. We are thoroughly committed to providing complete customer satisfaction especially in the face of the current security challenges affecting not only our community but our region as a whole.

No History of Failing to Perform as Contracted

G-Force has no history of failing to perform as contracted. We have never been disqualified for lack of performance of a contract nor have we ever defaulted on a contract. No one employed with G-Force has ever been debarred or suspended. G-Force currently holds two licenses with the Texas DPS/The Private Security Board, and both are in good standing.

Post Orders

G-Force will develop detailed Post Orders to be submitted to The City of Edinburg for final approval unless there are working post orders in place. G-Force understands that Post Orders will remain in effect until altered under the direction and written approval of The City of Edinburg. G-Force understands that Post Orders may be altered at any time by The City of Edinburg during the term of the contract. G-Force will not assign posts to a third party without the written consent of The City of Edinburg.

Performance Standards For Officers

G-Force's security staff is made up of highly qualified, dedicated individuals. Our employees are our foundation, therefore we offer competitive wages that are above- industry standards, paid vacation time, advancement opportunities, flexible scheduling, job security, and educational incentives. G-Force provides uniforms to their security officers along with uniform allowances for supplemental items.

G-Force focuses on matching our officers with employment opportunities in the security field that best match their employment goals and abilities. Our officers undergo a preliminary criminal

background investigation as a condition of employment as required by the Texas DPS/The Private Security Board.

All security officers must meet the minimum requirements of good verbal and written communication skills, a verifiable work history, no criminal convictions, high school diploma or GED, possess reliable transportation and must be at least 18 years of age.

Drug Screening

Prior to assignment, G-Force will conduct a drug and alcohol screening on all security guards that are scheduled for assignment to The City of Edinburg in order to maintain the high standards set forth by The City of Edinburg. We also conduct random quarterly drug testing.

Background Checks

All prospective employees of G-Force Security undergo a Current Criminal History check processed by the Texas Department of Public Safety. If nothing derogatory appears at the time of the search, their application is then submitted to the Texas Private Security Bureau (TPSB) for registration. G-Force submits the applicant's fingerprints to the TPSB who then forward them to the Crime Records Bureau located on DPS premises as well as to the Federal Bureau of Investigation where they are classified and the applicant's criminal history is searched.
G-Force maintains strict standards on the Code of Conduct, Code of Ethics and Uniform Dress Code which are an integral part of the performance standards set forth to our security officers. These performance standards are reviewed during our hiring process and throughout the employment of our Security Officers, and include all of the following requirements:

- Maintain a neat and well-groomed appearance at all times.
- Ability to exercise good judgment and to interact in a positive manner.
- Ability to maintain a high level of performance.

Employee Incentives

G-Force invests in employee incentives because low employee turnover not only benefits G-Force and The City of Edinburg, but it also allows us to maintain our operational costs to a minimum. G-Force employees receive incentives as well as benefits, which includes vacation time, holiday pay along with career building opportunities through training courses.

Employee Benefits

Our Employee Benefit Plan is fully supported by the pricing offered to The City of Edinburg and includes a major medical insurance plan for employees and paid vacation time (after meeting the requirements set forth in our employee handbook), and holiday pay.

Holiday Pay

Only full-time employees are eligible for holiday pay, and is specific to the following holidays:

- New Year's Day
- Good Friday
- Thanksgiving Day
- Christmas Day

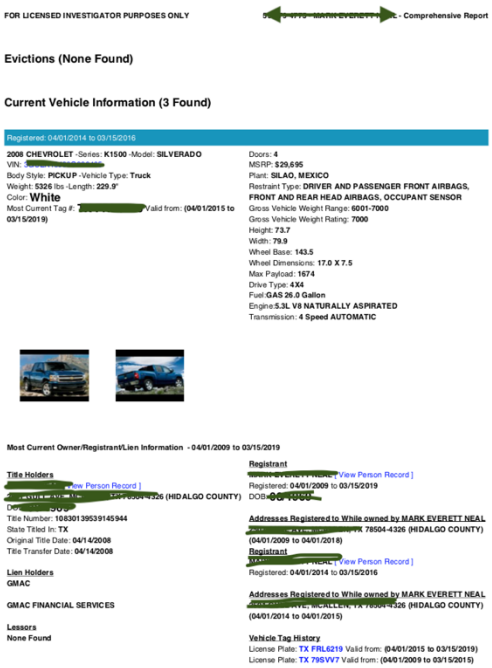
Employees are not eligible to receive holiday pay during their probationary period. Employees classified as either part-time or temporary are not eligible to receive holiday pay.

Vacation Pay

G-Force offers vacation time to our security officers and support office as a time to rest, relax, and pursue personal interests. G-Force provides paid vacation as a way to demonstrate our appreciation for the loyalty of our employees and their dedication to the work they provide to our customers.

G-Force acknowledges and accepts that The City of Edinburg may require auditing of G-Force's accounting records in relation and with regard to this contract.

SAMPLE BACKGROUND PROFILE REPORT



FOR LICENSED INVESTIGATOR PURPOSES ONLY - Comprehensive Report

Evictions (None Found)

Current Vehicle Information (3 Found)

Registered: 04/01/2014 to 03/15/2016

2008 CHEVROLET -Series: **K1500** -Model: **SILVERADO**
VIN:
Body Style: **PICKUP** -Vehicle Type: **Truck**
Weight: **5326** lbs -Length: **229.9"**
Color: **White**
Most Current Tag #: Valid from: **(04/01/2015 to 03/15/2019)**

Doors: **4**
MSRP: **$29,695**
Plant: **SILAO, MEXICO**
Restraint Type: **DRIVER AND PASSENGER FRONT AIRBAGS, FRONT AND REAR HEAD AIRBAGS, OCCUPANT SENSOR**
Gross Vehicle Weight Range: **6001-7000**
Gross Vehicle Weight Rating: **7000**
Height: **73.7**
Width: **79.9**
Wheel Base: **143.5**
Wheel Dimensions: **17.0 X 7.5**
Max Payload: **1674**
Drive Type: **4X4**
Fuel:**GAS 26.0 Gallon**
Engine:**5.3L V8 NATURALLY ASPIRATED**
Transmission: **4 Speed AUTOMATIC**

Most Current Owner/Registrant/Lien Information - 04/01/2009 to 03/15/2019

Title Holders
[View Person Record]
Registered: **04/01/2009** to **03/15/2019**
DOB:

Title Number: **108301395391459 44**
State Titled In: **TX**
Original Title Date: **04/14/2008**
Title Transfer Date: **04/14/2008**

Lien Holders
GMAC

GMAC FINANCIAL SERVICES

Lessors
None Found

Registrant
[View Person Record]
Registered: **04/01/2009** to **03/15/2019**

Addresses Registered to While owned by MARK EVERETT NEAL
78504-4326 (HIDALGO COUNTY)
(04/01/2009 to 04/01/2018)

Registrant
[View Person Record]
Registered: **04/01/2014** to **03/15/2016**

Addresses Registered to While owned by MARK EVERETT NEAL
MCALLEN, TX 78504-4326 (HIDALGO COUNTY)
(04/01/2014 to 04/01/2015)

Vehicle Tag History
License Plate: **TX FRL6219** Valid from: **(04/01/2015 to 03/15/2019)**
License Plate: **TX 79SVV7** Valid from: **(04/01/2009 to 03/15/2015)**



FOR LICENSED INVESTIGATOR PURPOSES ONLY - Comprehensive Report

Address Summary (1 Found)

TX 78504-4326 (HIDALGO COUNTY) (12/08/2017 to 08/16/2018)

Address Details (1 Found)

(HIDALGO COUNTY) (12/08/2017 to 08/16/2018) [Back to Summary]
Subdivision Name: **TIERRA DEL SOL 5ML**
Subject's Phone
(956) (CT)
Owners:
[View Person Record]
[View Person Record]
Purchase Date: **09/10/2003**
Purchase Price: **$108,665**
Assessed Value: **$110,289**
Living Square Feet: **1,444**
Land Square Feet: **6,591**

Cities History (1 Found)

MCALLEN, TX (HIDALGO COUNTY) (12/08/2017 to 08/16/2018)

Counties History (1 Found)

HIDALGO, TX (12/08/2017 to 08/16/2018)

Driver's License Information (1 Found)

TX 78504-4326 (HIDALGO COUNTY)
DL#: 38913195
Issuing State: **TX**
Original Issue Date: **08/22/2014**
Issue Date: **08/22/2014**
Date of Birth: Born **19** years ago

Utilities (1 Found)

[View Person Record]

Service Address:
First Seen by Utilities: **02/06/2014**



Important: **ONLINE REPORT**

This is NOT a CONSUMER REPORT and does not constitute a "consumer report" under the Fair Credit Reporting Act ("FCRA"). This report may not be used to determine the eligibility for credit, insurance, employment or any other purpose regulated under the FCRA.

This system may be used only in accordance with your Subscriber Agreement, the Gramm-Leach-Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA") and all other applicable laws. User agrees to having knowledge of all applicable laws pertaining to the usage of data. User accepts all responsibility civilly and criminally for any use of this system.

Violations of these restrictions or misuse of this system will cause your access to be terminated and will cause an immediate investigation.

Comprehensive Report

Comprehensive Report
Date: 08/16/2018
Reference ID: NONE

Report Legend
D - Deceased Person

Relatives
1 >- 1st Degree of Separation
2 >>- 2nd Degree of Separation
3 >>>- 3rd Degree of Separation

Subject Information

(Best Information for Subject)

Name (12/12/2017 to 06/04/2018)
Date of Birth: Born **19** years ago

SSN: Issued in **FLORIDA** between **1998-1999**

Other Individuals Observed with shared SSN: **No**
ne

Other Names Associated with Subject
None found

Other DOBs Associated with Subject
None found

Possible Phones Associated with Subject:
(956) (LandLine) (100%)
(956) (Mobile) (99%)
(956) (CT) (88%)
(956) (LandLine) (70%)
(956) (CT) (Mobile) (66%)
(956) (CT) (Mobile) (66%)
(956) (CT) (66%)
(956) (CT) (Mobile) (40%)

Indicators

Bankruptcies: **No**
Liens: **No**
Judgments: **No**
Properties: **Yes**
Corporate Affiliations: **No**
Criminal/Traffic: **No**
Global Watch Lists Match: **No**

Email Addresses Associated with Subject

Potential Subject Photos (None Found)

Possible Criminal Records (None Found)

Possible Employers (None Found)

DEGREE OF COMPLIANCE

Exceptions - None

G-Force Security takes no exceptions to the RFP and explicitly accepts all terms and conditions of the RFP, including all clarifications, and subsequent contract with The City of Edinburg.

The City of Edinburg will not be held liable for any costs incurred by G-Force Security in the preparation or production of this proposal.

(UNDERSTANDING OF THE PROJECT)

QUALITY CONTROL PLAN

QUALITY CONTROL PLAN

Our Quality Control Plan describes our approach to planning and executing quality control and assurance processes throughout the life of this contract. Our QCP fully meets the standards set forth in the Bid Specifications and will be reviewed and updated on a semi-annual basis.

G-Force has built our reputation on providing quality security services to our customers. Quality is embedded at three organizational levels: Corporate Oversight, Operations Management and Supervision of security staff. Everyone will fully understand their role and responsibility for maintaining the highest quality of service delivery

Our Chief Operations Officer has the ultimate responsibility for ensuring quality and providing oversight of activities to ensure all company and customer standards are being met. He is also responsible to maintain a high level of surveillance in order to guide and assist all G-Force Security Officers in order to consistently maintain high quality of services.

Supervisory Plan

G-Force recognizes the important role supervision plays in ensuring the delivery of quality services. Our highly experienced management team will ensure monitoring of G-Force's performance in support of our customer's post orders, contractual stipulations, and state regulations.

The Chief Operations Officer is responsible to ensure our company's overall commitment to quality control and QCP protocols are effectively communicated throughout the company. Our field supervisors will ensure that all of the contractual obligations are being fulfilled on a daily basis.

The field supervisors play a key role in quality control by conducting inspections in their assigned areas and implementing corrective actions and/or corrective measures. The field supervisors will also conduct interviews with the customer's primary of contact in order to determine the extent of our company's compliance with the customer's standards and to ensure that any noted deficiencies are being effectively addressed or have been corrected. Routinely these visits may involve the direct observation of the Security Officer performing their daily tasks and/or their interaction, if any with the customer or the customer's employees, and/or reviewing the documentation that demonstrates compliance with post orders and company standards. Supervisors will be required to report their findings on a daily basis using our Officer's Daily Report; they are also required to document any reported incidents on our Incident Report.

Corporate Oversight

G-Force's executive management team will be responsible for contract oversight to ensure overall customer satisfaction. We will conduct job site visits to meet with the customer's primary point of contact to discuss any items of concern particularly with regard to the integrity of the contract and the performance of the security officers.

To further ensure compliance, our Company President also conducts unscheduled job site visits to assure our customer that all aspects of the contract are being adhered to and to ensure our security officers are providing the best possible service at all times.

Review of Documentation

At least quarterly, G-Force will review samples of documentation (e.g. post logs, policies, and records of corrective actions) to assess the quality of the documentation as well as the status of our performance as documented. This in turn will provide training opportunities for our security officers and supervisors during the mandatory weekly training sessions.

Training

Our officers are required to meet the state-mandated training as well as our own training program. G-Force is licensed by the Texas Department of Public Safety/The Private Security Board as a Level 3 Training School. Our trainers are former and/or current law enforcement officers from different law enforcement agencies. These trainers bring added value to the training by providing valuable insight and knowledge of real world experience.

G-Force also provides our employees with the opportunity to obtain their CPR/First Aid/AED certification which is required for all security officers. Re-certifications are conducted every two (2) years and are coordinated by our Chief Operations Officer along with input from the Human Resources department.

Communication Plan

Communications are conducted formally and informally. Formal communication is driven by contractually required documentation. Contractually required documentation is typically determined during the contract award phase. G-Force also conducts Ad-hoc meetings as appropriate in order to ensure the integrity of the contract and the performance of our security officers.

Reports are critical to support effective communication and G-Force will maintain all records and reports on file for all activities in connection with the duties and responsibilities for the services performed under the contract. All records and reports will be kept using a system which allows the reports to be made available to our customer for inspection as a means of transparency.

Informal communication occurs at all organization levels and is a result of daily interaction among our operations team as well as any interaction with the customer's point of contact or authorized representative. Information is transferred at shift changes and important issues will be forwarded to the appropriate organization level for action as appropriate.

24 Hour Communications Center

G-Force will maintain a 24-hour communications center/dispatch center which allows for a constant flow of communication between our field officers, our corporate office and our valued customers. All security officers are required to check in their post status on an hourly basis throughout their shift. This information is documented and maintained by our dispatch staff. Our check in policy not only assures our customers of the officer's accountability for their assigned posts but it also assures G-Force of the officer's safety.

FIRM QUALIFICATIONS

PAST PERFORMANCE AND QUALIFICATIONS

Valley Metro Group's extensive experience comes from having provided contract security services throughout the Central and South Texas Region from Laredo to the Rio Grande Valley to Houston, Texas and in New York State. With a combination of all performed projects our group has acquired a well-rounded experience of over 20 years of service in the Private Security sector. We have provided security at the local level by supplementing the City and County's police at city and county owned or operated buildings, assisting TSA in the security of an international airport and reinforcing security at an international bridge, as well as securing two major water treatment plants in order to avoid contamination to the drinking water supply and the city's landfill and recycling center.

Our team of security professionals have provided security to a multitude of businesses including school districts, retail businesses, hospitals, municipal parks, public parking areas, convention centers, financial institutions, country clubs, privately owned subdivisions, car dealerships, jewelry stores, trucking facilities, and import/export transportation hub centers.

As an example of the quality of our services, during an emergency mobilization in response to a category 4 hurricane that struck the Houston area in September 2008, we dispatched a team of over 40 security officers and were able to provide security to financial institutions that were left crippled by the floods and lack of electricity within the city. We provided armed guard services as well as armed transport.

Another example of the high caliber work performed by our team of professionals includes the seven year, multi-million dollar contract performed in Batavia, New York where we provided security services at a federal detention facility. We assisted the Department of Homeland Security/ICE personnel at the service processing center with the monitoring of detainees which included infirmary care, perimeter control, secured area/controlled access to the facility, detainee transport, and the scheduling of 400+ detention officers.

MANAGEMENT RESUMES

FRANCISCO "FRANK" GUERRERO

422 Dove Ave
Edinburg, TX 78539
Tel: (956) 793-4807
Email: fg2071@gmail.com

EDUCATION

- Graduate, G. Holmes Braddock Senior High, Miami, FL
- U.S. Army
- Miami Dade College, Miami, FL
- Florida International University, Miami, FL
- Miami-Dade Police Academy
- Hidalgo County Sheriff's Office Academy

EXPERTISE

- Operations Management
- Jail/Detention Facility Management
- Security Risk Assessments
- Labor Cost Controls & Project Planning
- Team Building & Organizational Development
- Emergency Operations Management

MILITARY EXPERIENCE

United State Army, Honorable Discharge	1993 to 1995
Florida Army National Guard, Honorable Discharge	1995 to 2000

Proudly served with the U.S. Army, "C" (Charlie) Company, 124th Infantry Regiment; attained 100% of all goals assigned. Honored with commendations and awards for outstanding leadership and field operations.

- Marksman Badge Rifle
- Army Reserve Components Achievement Medal
- Army Commendations Medal

PROFESSIONAL EXPERIENCE

President/ Partner
G-Force Security
3111 S. Business Hwy 281, Suite 8
Edinburg, Texas 78539

Founded Start-up Security Service provider after a corporate restructuring of VMS in 2016. G-Force is a registered security company in the State of Texas. Mr. Guerrero is responsible for the daily operations, company direction and, leads our sales force to provide tailored security service to our customers.

General Manager / Partner 2001 to 07/2015
Valley Metro Security, LLC
664 S. Jackson Rd.
Edinburg, TX 78539

Founded start-up of security services firm in 2001 in order to establish a higher standard of professionalism in the contract security services industry to include security officer services, private investigations, and security training. Our foundation is based on core values: integrity, honesty, respect, leadership, reliability/accountability, and teamwork. Valley Metro became certified as a Small Business Administration 8(a) company in 2005 and is certified as a State of Texas Historically Underutilized Company (HUB). Additionally Valley Metro secured award of a GSA Schedule Contract in April 2013.

Responsibilities include the following:

- Oversee the management and daily operations including the coordination/supervision of the security personnel hired to provide guard services;
- Compiled data in order to create and formulate policies and procedures to include standard operating procedures for security services;
- Developed annual budget in order to ensure financial accountability.
- Establish training protocols based on local, state and federal regulations.
- Trained security officers in Level I, II, and II on a scheduled basis as a TX DPS PSB Licensed Instructor;
- Facilitated the implementation of safety training for all security officers including protective procedures,
  first aid, and fire safety.

Managing Partner 2008 to 2014
Valley Metro-Barbosa Group JV, Inc.
664 S. Jackson Rd.
Edinburg, TX 78539

Entered into a Joint Venture partnership with another security firm; VMBG-JV was awarded a $153 million contract from the Department of Homeland Security (DHS) Immigration and Customs Enforcement (ICE) in November 2009. After negotiating contract labor costs the project officially began in 2010. VMBG provides facility oversight, management, supervision and vehicles necessary to provide detention, transportation and food services for the Buffalo Federal Detention Facility (BFDF) located in Batavia, New York which houses 650 detainees.
BFDF is a service processing center for the Office of Enforcement and Removal Operations (ERO) and houses over 600 detainees as they establish their immigration status. The following duties are provided:

- Monitoring of detainees
- Infirmary care area control
- Inner/Outer perimeter control
- Food services & Commissary services
- Detainee transport
- Controlled access to facility
- Coordinate scheduling of 300+ detention officers
- Contraband control
- Emergency response services

VMBG has received positive Contractor Performance Assessment Reports (CPARS) by ICE/ERO that demonstrates contract and program management have consistently met and exceeded standards outlined in the Performance Based National Detention Services (PBNDS 2011) and American Corrections Association (ACA).

LAW ENFORCEMENT EXPERIENCE

Deputy Sheriff, Reserve 2005 to 2019
Hidalgo County Sheriff's Office
Edinburg, Texas 78542

Assigned as a member of the K-9 Unit; attend as an active participant in monthly training opportunities. Fully support law enforcement operations by providing my own equipment needed for K -9 duties in order to demonstrate my commitment to community service. Participate in call outs by agencies such as the FBI, DEA, ICE and the High Intensity Drug Task Trafficking Areas (HIDTA) Task Force.

Deputy Sheriff, Full-time 2000 to 2005

• Deputized by the County of Hidalgo in 2000. Certified as a Basic Peace Officer. Trained in Recognition of Child Abuse and Neglect, Accident Investigation, Traffic Safety and Occupant Restraint, Basic PR-24 Police Baton, and report writing.

• Various responsibilities included enforcement of county, state and federal laws and regulations. Attended and successfully completed mandated in-services: Traffic Safety, Report Writing, and Pursuit Driving Course, CPR-First Aid/AIDS Prevention, NCIC-TCIC/PC-CCP Updates, HAZ-MAT, Child Abuse & Neglect/Family Violence, Firearms Re-qualification, Sexual Assault.

Investigator (CID)
• Completed investigation studies through So. Cal Training Institute. Primary duties included the handling of criminal investigations against persons and property as well as juvenile crimes, runaways and missing persons. Investigated homicide crimes. Accredited for Special Investigative topics, criminal law updates, mandated in-service on Cultural Diversity.

Supervisor (CID)
• Increased responsibilities in line with the Criminal Investigation Division. As a Criminal Investigator, I handled criminal investigations including interviewing of victims, witnesses and

subjects. Managed crime scenes and evidence gathering processes. Testified in administrative, civil and criminal proceedings as necessary.
• Worked directly with local Justice of the Peace courts, local law enforcement agencies, the Office of the Attorney General, and Federal Law Enforcement Agencies (U.S. Customs & Border Protection, U.S. Marshal's Office, ICE, DEA, ATF).
• Mandated in-services: Practical Homicide Investigation, Tactical Bus Assault, Hostage Rescue, Tactical Weapons Training. Commended for coordinating services with the Hidalgo County Juvenile Probation
• Department. Trained with the Lower Rio Grande Valley Development Council on Gangs in the Valley. Attended the Public Agency Training Council National Criminal Justice on School Violence.
• Attended a Basic and Advanced SWAT course through the U.S. Department of Justice Federal Bureau of Investigations specialized training, Assigned as a member of the SWAT team.

Police Officer
Metro-Dade Police Department 1995 to 2000
Miami, FL

- Performance of duties included all facets of police patrol and accountable for demonstrating a high degree of initiative, problem solving techniques, communication skills and sound judgment while performing a variety of law enforcement functions.
- Responded to calls, detected and investigated criminal activity, apprehended offenders, and accurately prepared reports and documentation.
- Completed duties efficiently and accurately, handled sensitive and confidential information with discretion. Provided support as needed and maintained a strong sense of urgency and accountability at all times.
- Exhibited the skills required to cope with a variety of security and law enforcement activities.
- Maintained a high degree of communication skills to remain professional, focused and attentive while
working in challenging and high stress situations.

TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS & EDUCATION
Basic Peace Officer License

MILITARY EDUCATION
Basic Infantry Training
Basic Non-Commissioned Development Course
Primary Leadership Development Course

PROFESSIONAL AFFILIATIONS
Federal Firearms License Dealer
DHS Top Level Security Clearance
Concealed Handgun License Instructor
Hunter Education Instructor, TX Parks & Wildlife TCLEOSE Licensed Instructor
Participant, Trusted Traveler Program, U.S. Customs & Border Protection

RESOURCES

G-Force Security currently employees 156 employees to include security officers, administration and management staff. Our only office is located in Edinburg, Texas but we do offer security services throughout Texas. None of the services requested by the City of Edinburg will be subcontracted. G-Force Security does not currently work with any third-party vendors to complete contracted services.

Uniforms and Equipment

G-Force provides the following uniforms and equipment at no cost to the employee.

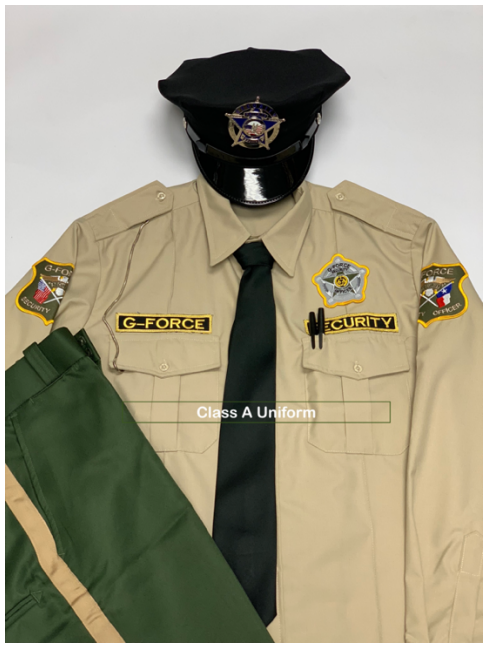
Standard Issue:

2 Uniform Shirts
2 Uniform Pants
1 Badge
1 Whistle and Chain
4 G-Force Security Patches
1 set of Security officer insignia pins 1
Photo ID Card

The following items are available to all G-Force security officers, however some may be subject to a nominal cost to the employee. If Needed:

- Flashlights
- Handcuffs
- Security Caps
- Bomber jacket with required patches (at their expense)
- Traffic Vest
- Hand Held Stop Signs
- Utility Belt consists of:
  - *Handcuffs and Keys*
  - *Handcuff Holder*
  - *Pepper Spray*
  - *Pepper spray holder*
  - *Flashlight and Holder*
  - *4 Belt Keepers*

G-FORCE SECURITY UNIFORMS













SECURITY OFFICER SAMPLE PROFILE AND ID BADGE

G-Force Security
3111 S. Business Hwy 281
Suite 8
Edinburg, Texas 78539
Ph.: 956 603-2050
E-Mail: info@gforcesecurity.net

Francisco J. Guerrero
President

State License # C20794

SECURITY OFFICER PROFILE



NAME: SECURITY OFFICER JOHN DOE
EMPLOYEE ID#: 1001

PHYSICAL CHARACTERISTICS:

Height: 6' 2" Weight: 150 Lbs. Color Hair: Blonde Color Eyes: Blue

EMPLOYMENT INFORMATION:

Date of Hire: 01/01/2000 Title: Security Officer

Licenses: Level II Unarmed

Training: Level I Training - January 20, 2000
Level II Training- January 20, 2000
Level III Training - January 20, 2000
CPR / First Aid – January 20, 2000

I, Francisco J. Guerrero, as legal representative of G – Force Security, verify JOHN DOE is an active employee of G – Force Security and is duly licensed as a Security Guard by the Texas Department of Public Safety Private Security Program.

FOR VERIFICATION, PLEASE CONTACT (956) 603-2050

G-Force IS security you can trust



COMPARABLE REFRENCES

Performance Experience

REVEAM

Service Location:	McAllen, Texas
Organization Name:	Reveam
Contact Name(s):	Jorge Lozoya Maintenance Manager
Address:	6800 S International Parkway, McAllen, Texas 78503
Telephone Number(s):	(956) 803-3330
E-Mail Address:	jlozoya@reveam.com
Services Provided:	Private Security Officer Services
Project Size:	1 Unarmed Officer – 16 HRS (M-F) 24 HRS (Weekends and Holidays)
Years of Service:	5 YEARS

MCALLEN FOREIGN TRADE ZONE

Service Location:	McAllen, Texas
Organization Name:	McAllen Foreign Trade Zone
Contact Name(s):	Mark Garcia, Vice President
Address:	6401 South 33rd Street, McAllen, Texas 78503
Telephone Number(s)	(956) 682-4306
Fax Number:	(956) 682-9111
E-Mail Address:	mark@mcallenftz.org
Services Provided:	Private Security Officer Services
Project Size:	4 Unarmed Officers – 24HRS / 365 DAYS
Years of Service:	7 YEARS

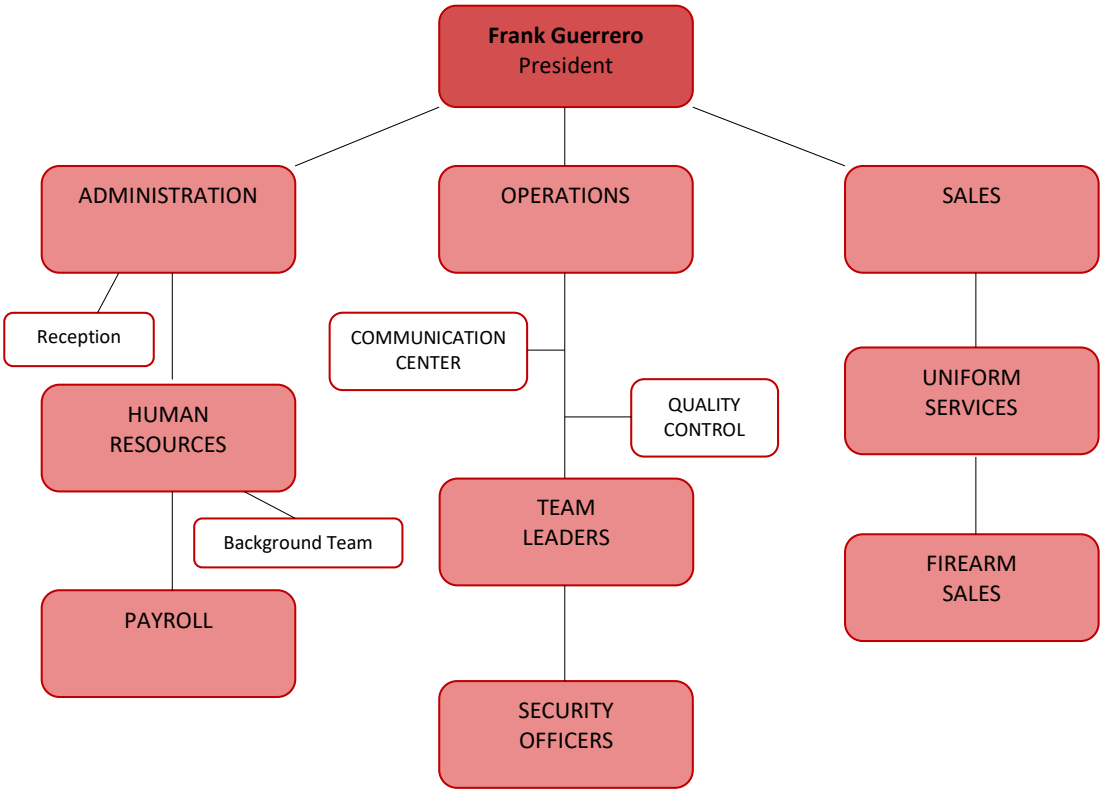
THE HOUSING AUTHORITY OF HARLINGEN

Service Location:	Harlingen, Texas
Organization Name:	The Housing Authority of Harlingen
Contact Name(s):	Hilda Benavides, Public Housing Administrator
Address:	219 E. Jackson St, Harlingen, Texas 78550
Telephone Number(s):	(956) 423-2521, Ext. 119
E-Mail Address:	hbenavides@harlingen-ha.com
Services Provided:	Private Security Officer Services
Project Size:	2 Unarmed Officers – 11HRS / 365 DAYS 1 Unarmed Officer – 8 Hours (M-F)
Years of Service:	5 YEARS

EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT

Service Location:	Edcouch-Elsa, Texas
Organization Name:	Edcouch-Elsa Independent School District
Contact Name(s):	Leonel Hinojosa, Security Management
Address:	920 Santa Rosa Ave, Edcouch, Texas 78538
Telephone Number(s):	(956) 262-6000
E-Mail Address:	lhinojosa@eeisd.org
Services Provided:	Private Security Officer Services
Project Size:	6 Armed Officers – 8HRS (M-F)
Years of Service:	2 YEARS

G-FORCE SECURITY
MANAGEMENT AND EMPLOYEE STRUCTURE



LICENSE AND CERTIFICATIONS

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

FAST GROUP LLC, DBA G FORCE SECURITY

C20794

Is Duly Licensed as

Investigations / Security Contractor
Guard Company
Private Investigation Company

Director, Department of Public Safety

EXPIRES: 05/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Certificate of Private Security

G FORCE SECURITY, LLC

F05214501

Is Duly Licensed as
Training School
Level 3 Training School

Director, Department of Public Safety

EXPIRES: 08/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov



Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE**
in accordance with 49 Code of Federal Regulations Part 26

G-force Security, LLC (VN: 90967)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month. Current certification information will be listed in the Texas Unified Certification Program (TUCP) Directory located at
https://txdot.txdotcms.com

December 4, 2017
Date Issued

Michael D. Bryant
Director
Civil Rights Division

INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2024

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

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

PRODUCER 9567029002 956-702-9344 ACCESS INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	**CONTACT NAME:** RINA R CASAS **PHONE (A/C, No, Ext):** 9567029002 **FAX (A/C, No):** 956-702-9344 **E-MAIL ADDRESS:** RINARCASAS@ACCESSINSAGENCY.COM
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** ATEGRITY SPECIALTY INSURANCE **INSURER B :** PROGRESSIVE **INSURER C :** TEXAS MUTUAL **INSURER D :** **INSURER E :** **INSURER F :**
INSURED FAST GROUP LLC DBA G-FORCE SECURITY 210 E CANO ST, SUITE B EDINBURG, TX 78539	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✔		CPS7593683	06/09/2024	06/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ✔ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✔		910561489	06/26/2024	12/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 50,055 $ 100,055 $ 25,055
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002020141	09/05/2024	09/05/2025	✔ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

SECURITY AND PATROL AGENCIES

CERTIFICATE HOLDER	**CANCELLATION**
FOR RECORD ONLY	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

PRICING NARRATIVE

PRICING

G-Force Security (G-Force is pleased to submit this Price Proposal to The City of Edinburg for consideration of professional security guard services. G-Force is a company capable of providing the strong, experienced technical leadership in the performance of professional security guard services.

Premise of Offer

G-Force is prepared to furnish any or all items upon which prices are offered at the price set herein.

Responsible Contractor

G-Force is a responsible contractor who not only meets but exceeds all requisite business standards and quantifications required for this type of a solicitation and subsequent contract, if awarded.

Rates and Pricing

G-Force proposes to extend the rates provided in our bid in order to accomplish the proposed work at the lowest reasonable and affordable price. In recognition of continuing budgetary constraints, and consistent with our commitment to the integrity of the services we will provide, we have minimized costs by providing the right skills and capabilities ensuring effective job performance at the best-value price.

G-Force's proposal provides cost realism, completeness, and credibility. Our cost is based on first-hand knowledge gained by executive management team through performance of similar work on contracts with similar requirements. Our accounting and business management systems are in-place and are adequate for the performance of the proposed contract. Pricing is reflective of G-Force's clear and concise understanding of The City of Edinburg's requirements; and are consistent with the various elements of the proposal narrative.

EXPLANATION OF COST ELEMENTS

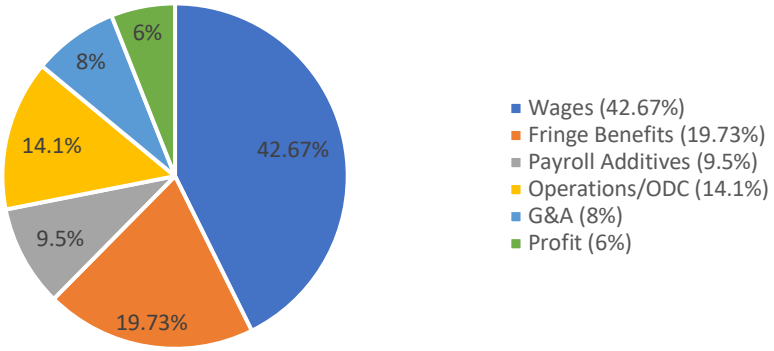
Below is a general description of our proposed cost elements including the labor and indirect rates that apply to our proposed pricing.

In anticipation of assuring the availability of skilled security officers in the job market, G-Force's proposed rates includes wages that are above federal minimum wages. This assures The City of Edinburg of our ability to retain highly qualified and skilled security officers for assignment to The City of Edinburg. We also assume there will be no significant changes to federal wage laws and regulations, regulatory body requirements or similar constraints over which G-Force has no control.

Cost Elements Breakdown

The graph below provides The City of Edinburg a brief overview of the cost elements it relates to the proposed rates. We are able to provide competitive rates that are inclusive of vacation time,

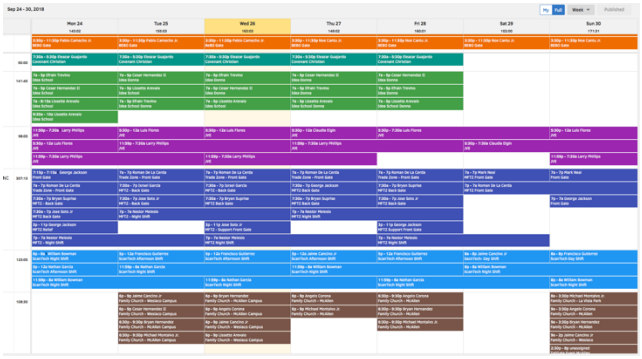
paid holidays, communication costs, uniforms, licensing, and any other business expense taken into consideration.

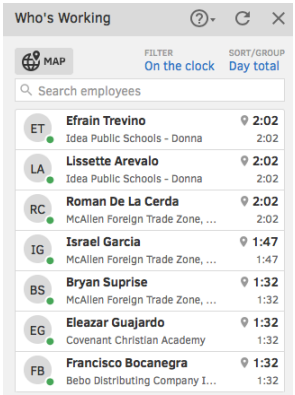


INVOICING

At G-Force Security we utilize a program called T-Sheets to track hours worked accurately for our employees and customers. T-Sheets is a nationwide recognized software that runs via the web and mobile application which allows our officers to access it with any computer or cellular device. The application is free and allows employees to access their schedules at any time, clock-in and clock-out and sends reminders to officers an hour before their shift begins.

G-Force scheduling system is automated to better manage the hours being worked at specific job posts or locations. Schedules are presented a week in advance for approval of all programmed hours, once approved and verified schedules are e-mailed to all G-Force employees.

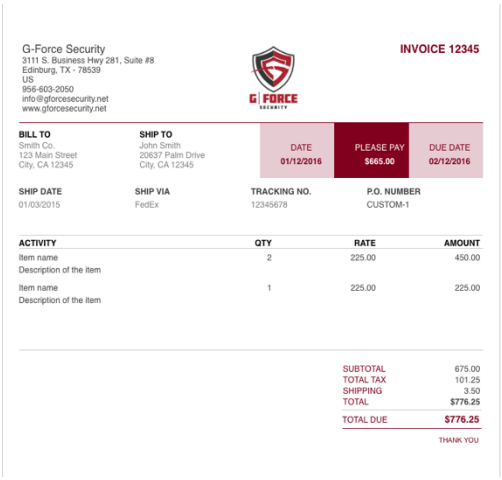




Who's Working is an interactive part of T-Sheets that allows managers and supervisors to check status of all officers that are on the clock. G-Force officers are traced with the GPS tracker integrated in T-Sheets while clocked-in to ensure they are located at their assigned job post. This would allow us to provide a better service to The City of Edinburg and assure that city job sites are safe and secure.

Once scheduled shifts are completed and logged they are reviewed by our Operations department and sent to the customer for verification. This information would include the name of the officer, the job location and the number of hours worked to be approved.





G-Force Security
3111 S. Business Hwy 281, Suite #8
Edinburg, TX - 78539
US
956-603-2050
info@gforcesecurity.net
www.gforcesecurity.net

INVOICE 12345

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
Smith Co. 123 Main Street City, CA 12345	John Smith 20637 Palm Drive City, CA 12345	01/12/2016	$665.00	02/12/2016

SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER
01/03/2015	FedEx	12345678	CUSTOM-1

ACTIVITY	QTY	RATE	AMOUNT
Item name Description of the item	2	225.00	450.00
Item name Description of the item	1	225.00	225.00

SUBTOTAL	675.00
TOTAL TAX	101.25
SHIPPING	3.50
TOTAL	$776.25
TOTAL DUE	$776.25

THANK YOU

After the hours are approved by all parties an invoice is automatically generated from all approved hours and sent to the customer. Along with this invoice a copy of the schedule for hours being billed and is attached with every invoice for customer records.

G-FORCE SECURITY ADVANTAGES

- Our Executive Management team has over 20 years of experience in law enforcement and in overseeing contracts including operations and facilities management.
- G-Force is recognized as DBE certified.
- G-Force maintains an excess liability insurance plan.
- Our Security Officers undergo the following:
  - ✓ Meet the licensing and/or commissioned requirements by the Texas Department of Public Safety/The Private Security Board (TDPS/TPSB).
  - ✓ Full Criminal Background Check (TCIC/NCIC) facilitated through the Texas Department of Public Safety.
  - ✓ Fingerprints are submitted along with the background check.
  - ✓ Reference Checks (a minimum of 3 verifiable references are required).
  - ✓ We conduct a five (5) years employment history and proof of residency.
  - ✓ Texas Commission on Private Security (TCPS) search.
  - ✓ Five Panel Drug Screening with random Drug Testing
  - ✓ Fully trained for firearms proficiency with refreshers run twice annually to ensure proper qualifications are met.
  - ✓ Must pass Alcohol, Tobacco & Firearms (ATF) requirements to purchase a firearm.

BID QUOTATION

THE CITY OF EDINBURG

SECURITY OFFICER SERVICES

BID QUOTATION SHEET

The price included in this bid is good for one contract term which consists of a twelve-month period:

Armed Security Officer

***wage per hour* $16.30**

Note: In order to mitigate high turnover, low moral and attract more qualified security personnel our proposal includes a ten-dollar ($10.00) to twelve-dollar ($12.00) pay rate depending on experience.

Unarmed Security Officer

***wage per hour* $14.60**

Note: In order to mitigate high turnover, low moral and attract more qualified security personnel our proposal includes a nine-dollar ($9.00) minimum starting pay.

Vehicle / ATV

***Per month* $520.00**

Other (Special Services / Emergencies)

***Wage per hour* $25.00**

CAPABILITY STATEMENT

OFFICE:

210 W. Cano St, Ste. B
Edinburg, Texas 78539

Phone: (956) 603-2050

EMAIL:
info@gforcesecurity.net

Website:
www.gforcesecurity.net

INTERNATIONAL:
Managua, Nicaragua

G-Force Security - Nicaragua

Valley Metro Security - Nicaragua

website: www.vamenic.com

COMPANY INFORMATION:

Security Guard & Private Investigation License -Texas: C20794

DUNS Number: 09-534-9277

CAGE Code: 31LA4

NAICS Codes:
561612 Security Guard and Patrol Services

561611 Investigation Services

Texas CMBL: 1812603630200

Capability Statement

Security Services | Protection | Risk Assessments

The G-Force Security Mission

At G-Force Security (G-Force), we strive to provide safety, a state of well being and reassurance in the protection of our clients and their assets. Our highly trained and motivated staff along with our management team deliver nothing short of superior customer service. Today G-Force professional services not only focuses on the traditional guard and premises protection but to provide professional licensed and registered security officer services as well as loss prevention and risk management. In doing so we are able to gain our client's respect and affords our team the ability to manage our client's specific security and life safety plan in order to maintain their business continuity thereby enabling us to be more than a cost center on our client's balance sheet.

Our History

G-Force Security, a Valley Metro Group Company was founded in 2016 by Francisco J. Guerrero in order to provide high quality, affordable security services to the Central and South Texas Region. G-Force was created after the corporate restructuring of a reputable private security company that Mr. Guerrero had founded in 2001 in an effort to establish a higher level of professionalism in the contract security services, private investigations and security training industry.

In 2009, Mr. Guerrero managed the performance of a seven year, multi-million dollar federal contract with the Department of Homeland Security based in New York State at a detention facility and employed 400+ detention officers whose responsibilities included infirmary care, perimeter control, secured area/controlled access to the facility, and the transport of detainees.

In 2011 under the Valley Metro Group (VMG) Company, Mr. Guerrero continued his expansion of security services on an international level and founded Valley Metro Security-Nicaragua (VMS-Nicaragua) based in Managua, Nicaragua. VMS-Nicaragua is a very successful division of the VMG company and employs over 600 security officers of which 85% are armed with transnational customers such as Wal-Mart, Coca Cola, Next Level Apparel, and Cemex to name but a few.

The Valley Metro Group Company is a leading provider of uniform security services striving to continuously raise the standards in the private security industry. We provide highly trained and qualified uniform security officers and armed officers to major corporations, private entities, educational institutions, public arenas and Federal and State agencies for a variety of security needs.

G-Force Security Staff

Our security staff is made up of highly qualified, dedicated men and women. At G-Force, we believe our employees are the foundation of our organization therefore we offer competitive wages that are above-industry standards, paid holidays and vacations, advancement opportunities, flexible scheduling, job security, educational incentives, uniform allowances and job security. G-Force focuses on matching our officers with employment opportunities in the security field which best match their employment goals and abilities.

Employee retention is a primary objective at G-Force. We employ a professional management team consisting of former military, law enforcement and corporate security professionals. Our culture is built upon providing quality service to our valued clients by emphasizing our core values, strong ethics and teamwork.

When considering the security needs for you and your assets, we ask that you reflect on our focus on core values and look to G-Force Security for a customized security plan for your business.

The G-Force Approach

Our Hiring Process Includes:

- Criminal Background Checks
- Polygraph Testing
- Pre-Employment and Random Drug Screening
- Consumer Background Check

Security Officer Services:

- 24-Hour Dispatch Center
- Licensed/Registered, Unarmed and Armed Security Officers
- Executive Protection
- Loss Prevention
- Mobile Patrol
- Specialized Security Training
- Risk Management & Security Consulting
- Private Investigations

Training

Although many states and industry organizations have prescribed minimum-training standards or guidelines, G-Force surpasses the required standards by enforcing core competency as the cornerstone of our services. Today more than ever, security personnel need fresh and timely information to tackle new security challenges and developing conditions. G-Force reinforces its expert advantage by utilizing the latest training methods to contribute to the training, education and professional development of all our field personnel. We successfully maintain our leadership by focusing our efforts on providing security officers with the training and ongoing support that will make them successful in their roles.

We also provide our security officers with a 6-phase training process that includes the following:

1. Basic Training
2. Pre-Assignment Preparedness
3. Site-Specific Instruction
4. Specialized Training
5. Continuous Education
6. Professional Development



Risk Assessments

With the escalating threat of terrorist activity and unforeseen natural disasters, G-Force offers our clients systematic risk and vulnerability assessments in order to identify threats and offer recommendations for improvements. Our experience in providing security for a wide range of businesses has afforded our team of professionals a unique insight using a proactive approach to meet the security needs of our customers and allows us to be responsive to their input and direction.



Past Performance

Valley Metro Group's extensive experience comes from having provided contract security services throughout the Central and South Texas Region from Laredo to the Rio Grande Valley to Houston, Texas and in New York State. We have provided security at the local level by supplementing the City and County's police at city and county owned or operated buildings, assisting TSA in the security of an international airport and reinforcing security at an international bridge, as well as securing two major water treatment plants in order to avoid contamination to the drinking water supply and the city's landfill and recycling center.

Our team of security professionals have provided security to a multitude of businesses including school districts, retail businesses, hospitals, municipal parks, public parking areas, convention centers, financial institutions, country clubs, privately owned subdivisions, car dealerships, jewelry stores, trucking facilities, and import/export transportation hub centers.

As an example of the quality of our services, during an emergency mobilization in response to a category 4 hurricane that struck the Houston area in September 2008, we dispatched a team of over 40 security officers and were able to provide security to financial institutions that were left crippled by the floods and lack of electricity within the city. We provided armed guard services as well as armed transport.

Another example of the high caliber work performed by our team of professionals includes the seven year, multi-million dollar contract performed in Batavia, New York where we provided security services at a federal detention facility. We assisted the Department of Homeland Security/ICE personnel at the service processing center with the monitoring of detainees which included infirmary care, perimeter control, secured area/controlled access to the facility, detainee transport, and the scheduling of 400+ detention officers.

The G-Force Approach

At G-Force, our core values are instilled in each and every security officer employed with us. Our company philosophy and culture lessens our turnover rate, increases employee morale and meets customer satisfaction standards by ensuring continuity in service.

G-Force CORE VALUES:

- **Integrity**
- **Honesty**
- **Respect**
- **Leadership**
- **Reliability**
- **Accountability**
- **Teamwork**
- **Training**



Customer Retention | New Sales

At G-Force, the focus and primary objective of our sales team is customer retention. Our aim in providing our client's with a uniquely customized security plan begins with the hiring process. Our Human Resources team screens all applicants in order to select high caliber, qualified, professional security personnel, and will ensure that all security officers have successfully passed the background screening process, completed all of the required training and receive any necessary certifications or licensing as required by the State of Texas.

Our Operations management team will provide the necessary oversight in order to implement the client's approved security plan. In doing so, G-Force assures our clients that our security officers are following the appropriate security measures as delineated in their approved and customized security plan. Our job site supervision includes a reporting metrics which is available to our clients based on their specific needs and is a valuable tool in assessing additional security measures that may need to be addressed.

G-Force Security's performance and management capabilities will provide our customers with an effective option when procuring quality-focused security services. Our continued emphasis on customer satisfaction along with our selection of high caliber security personnel will ensure our customized programs are built around the specific needs of each of our clients' security needs and their operations to ensure the protection of their assets.

Experienced Leadership

Management Team

- **Francisco J. Guerrero, President & Chief Executive Officer**

  Mr. Guerrero is the President and Chief Executive Officer of G-Force Security. His background includes executive management of over 15 years which began in 2001 when he founded a private security company that serviced the Central and South Texas Region. In 2009, he managed a joint venture and security company that was awarded a seven year, multi-million dollar contract to provide security services to a federal immigration facility in Batavia, New York. Mr. Guerrero has a combined 23 years of law enforcement and security management experience. He served proudly and honorably with the U.S. Army Infantry Division,124th Charlie Company. He has extensive training as a Police Officer. He served 6-1/2 years with the Metro-Dade Police Department in Miami, FL first as a Peace Officer then as a Detective of the Crime Suppression Unit (CSU). He served 5-1/2 years with the Hidalgo County Sheriff's Department in various capacities including Patrol Deputy, Investigator with the Criminal Homicide Division, and 3 years as a member of the SWAT team. He has served with the Hidalgo County Sherriff's Office as a member of the Reserves. He is a specialized and highly trained K9 handler. Mr. Guerrero is a TCOLE Instructor (with over 4,000 hours), Class & Firearms Instructor and a licensed instructor through the TX DPS Private Security Bureau. He oversees all strategic planning, consulting, and security operations for all divisions.



Contact Information:

G-Force Security
210 W. Cano Street, Ste. B
Edinburg Texas 78539
Phone: (956) 603-2050

ONLINE:
www.gforcesecurity.net

EMAIL:
info@gforcesecurity.net

Contact Persons:

Francisco J. Guerrero
President & CEO

CONTRACTOR BACKGROUND

MCALLEN FOREIGN TRADE ZONE

Service Location: McAllen, Texas
Organization Name: McAllen Foreign Trade Zone
Contact Name(s): Mark Garcia, Vice President
Address: 6401 South 33rd Street, McAllen, Texas 78503
Telephone Number(s) (956) 682-4306
Fax Number: (956) 682-9111
E-Mail Address: mark@mcallenftz.org
Services Provided: Private Security Officer Services
Project Size and Cost: 4 Unarmed Officers – 24HRS / 365 DAYS
$ 207,012.00 Yearly
Years of Service: 7 YEARS
Scope of Services: Our team is dedicated to providing comprehensive logistical and security services for the McAllen Foreign Trade Zone (MFTZ). We manage a significant influx of freight vehicles daily, ensuring they are properly authorized to access and dock within the premises. Our highly trained security officers maintain a rigorous electronic log of all freight vehicles, guaranteeing accurate and real-time tracking for MFTZ. Additionally, we oversee the operations of the CAT scale, ensuring accurate weight measurements and facilitating the billing process for each vehicle that requires weighing. Our commitment to precision and efficiency ensures the seamless operation of MFTZ's freight management and security protocol

THE HOUSING AUTHORITY OF HARLINGEN

Service Location: Harlingen, Texas
Organization Name: The Housing Authority of Harlingen
Contact Name(s): Hilda Benavides, Public Housing Administrator
Address: 219 E. Jackson St, Harlingen, Texas 78550
Telephone Number(s): (956) 423-2521, Ext. 119
E-Mail Address: hbenavides@harlingen-ha.com
Services Provided: Private Security Officer Services
Project Size and Cost: 2 Unarmed Officers – 11HRS / 365 DAYS
1 Unarmed Officer – 8 Hours (M-F)
$ 161,200.00 Yearly
Years of Service: 5 YEARS
Scope of Services: G-Force Security provides vigilant and comprehensive security services for all Harlingen Housing Authority (HHA) property locations. Our primary responsibility is to ensure compliance with the rules and regulations outlined in tenants' assisted housing leases. This includes verifying vehicle parking permits and issuing violations as necessary, as well as ensuring tenant amenities are not used after curfew.
Our team conducts regular foot patrols to identify and report any malfunctioning light posts, unlocked doors and gates, noise disturbances, and unauthorized occupants on the property after hours. Detailed reports are compiled daily for each property and submitted to HHA property managers every morning.

Additionally, G-Force Security holds weekly meetings with HHA to review these reports, discuss any concerns, and address special instructions for the upcoming week. Our aim is to maintain a secure and orderly environment for all tenants.

EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT

Service Location:	Edcouch-Elsa, Texas
Organization Name:	Edcouch-Elsa Independent School District
Contact Name(s):	Leonel Hinojosa, Security Management
Address:	920 Santa Rosa Ave, Edcouch, Texas 78538
Telephone Number(s):	(956) 262-6000
E-Mail Address:	lhinojosa@eeisd.org
Services Provided:	Private Security Officer Services
Project Size and Cost:	6 Armed Officers – 8HRS (M-F) $202,176.00 Yearly
Years of Service:	2 YEARS
Scope of Services:	At Edcouch-Elsa ISD, we deliver comprehensive Armed Security School Campus Services designed to safeguard students, faculty, and staff. Our responsibilities include ensuring smooth traffic flow during morning drop-offs and afternoon pick-ups, monitoring and preventing unauthorized student departures, and restricting campus access to unannounced visitors. We remain vigilant for any suspicious activities, actively maintaining a secure learning environment. Our team collaborates seamlessly with the district's in-house security detail, working in performance to enhance overall campus safety and security. By focusing on these critical areas, we ensure a safe and orderly environment conducive to education and community well-being.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2024

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PRODUCER 9567029002 956-702-9344 ACCESS INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	**CONTACT NAME:** RINA R CASAS **PHONE (A/C, No, Ext):** 9567029002 **FAX (A/C, No):** 956-702-9344 **E-MAIL ADDRESS:** RINARCASAS@ACCESSINSAGENCY.COM
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INSURED FAST GROUP LLC DBA G-FORCE SECURITY 210 E CANO ST, SUITE B EDINBURG, TX 78539	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✔		CPS7593683	06/09/2024	06/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ✔ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✔		910561489	06/26/2024	12/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ 50,055 $ 100,055 $ 25,055 $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002020141	09/05/2024	09/05/2025	✔ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

SECURITY AND PATROL AGENCIES

CERTIFICATE HOLDER

FOR RECORD ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

September 24, 2024

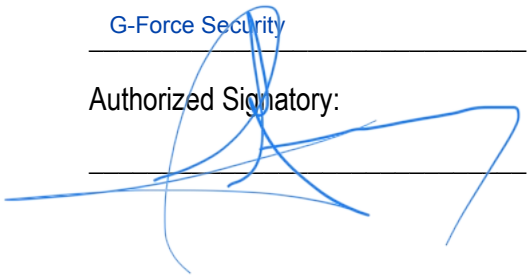
Company/Vendor Name:

G-Force Security

Printed Name and Title:

Francisco Guerrero, Manager

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

I, Francisco J. Guerrero, the undersigned representative of

G-Force Security, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Francisco J. Guerrero, Manager

TYPE/PRINT NAME AND TITLE:

September 24, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Francisco J. Guerrero, the undersigned representative of

G-Force Security, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

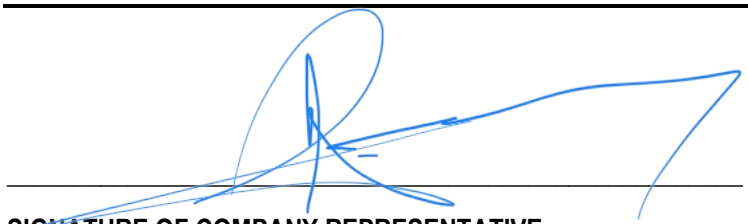
1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Francisco J. Guerrero, Manager

TYPE/PRINT NAME AND TITLE:

September 24, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Francisco J. Guerrero, the undersigned representative of

G-Force Security, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

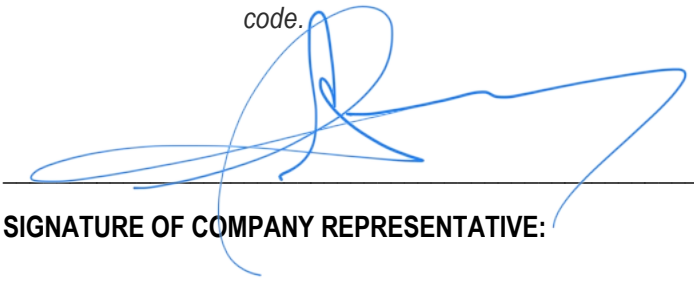
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Francisco J. Guerrero, Manager

TYPE/PRINT NAME AND TITLE:

September 24, 2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Francisco J. Guerrero, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of G-Force Security (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Manager

Subscribed and sworn to me this 23rd day of September 20 24.

By: _____

Notary Public _____

MONICA EDRA GARZA
Notary Public, State of Texas
Comm. Expires 02-04-2026
Notary ID 126177224

My commission expires 02/04/2024

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

G-Force Security

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

09/24/24

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1218240

Date Filed:
09/23/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

G-Force Security
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024-020
Professional Security Guard Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Francisco J. Guerrero, and my date of birth is September 3, 1974.

My address is 422 Dove Ave (street), Edinburg (city), TX (state), 78542 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

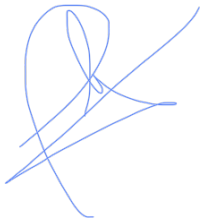
Executed in Hidalgo County, State of Texas, on the 23rd day of September (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: Special Services / Emergency	wage per hour $25.00
5		
6		
7		



ATTACHEMNT IV
INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to the CITY hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;

5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Francisco Guerrero, authorized representative for G-Force Security,
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ❑ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ❑ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☒ Have already been met (see attached copy of insurance certificate).

_____ Sept 24, 2024

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Francisco Guerrero, possess all of the APPLICABLE:

1. Licenses: TXDPS Private Security Business License / TXDPS Training School License

2. Bonds: _____

3. Certificates: General Liability Insurance Certificate

4. Permits: _____

5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

September 24, 2024
Date

G-Force Security
Company

210 W. Cano St., Ste. B
Address

Edinburg, Texas 78539
The CITY, State, Zip

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

FAST GROUP LLC, DBA G FORCE SECURITY

C20794

Is Duly Licensed as

Investigations / Security Contractor
Guard Company
Private Investigation Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 05/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Certificate of Private Security

G FORCE SECURITY, LLC

F05214501

Is Duly Licensed as

Training School
Level 3 Training School

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 08/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2024

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

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

PRODUCER		CONTACT NAME: RINA R CASAS	
9567029002 956-702-9344 ACCESS INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539		PHONE (A/C, No, Ext): 9567029002	FAX (A/C, No): 956-702-9344
		E-MAIL ADDRESS: RINARCASAS@ACCESSINSAGENCY.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ATEGRITY SPECIALTY INSURANCE	
INSURED		INSURER B : PROGRESSIVE	
FAST GROUP LLC DBA G-FORCE SECURITY 210 E CANO ST, SUITE B EDINBURG, TX 78539		INSURER C : TEXAS MUTUAL	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✔		CPS7593683	06/09/2024	06/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ✔ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✔		910561489	06/26/2024	12/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 50,055 $ 100,055 $ 25,055
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002020141	09/05/2024	09/05/2025	✔ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

SECURITY AND PATROL AGENCIES

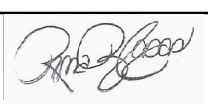
CERTIFICATE HOLDER

FOR RECORD ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: G-Force Security
(full, correct legal name)
2. Address: 210 W. Cano St, Ste. B, Edinburg, Texas 78539
3. Telephone/Fax: (956) 603-2050
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No__X__
5. Is your Company authorized and/or licensed to do business in Texas?
Yes__X__ No____
6. Where is the Company's corporate headquarters located? Edinburg, Texas
7. a. Does the Company have an office located in Edinburg, Texas?
Yes__X__ No____
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
__4__ (years) _____(months)
c. State the number of full-time employees at the Edinburg office. 32
8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?
Yes____ No____
b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?
_____ (years) _____(months)
c. State the number of full-time employees at the Hidalgo County office. _____
9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No__X__

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Francisco Guerrero
Address: 210 W. Cano St, Ste. B, Edinburg, Texas 78539
Telephone: (956) 603-2050
Fax: _____
Email: frank.guerrero@gforcesecurity.net

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.
Not Applicable

_____

_____



ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: G-Force Security

Company Address: 210 W. Cano St, Ste. B

City, State, Zip Code: Edinburg, Texas 78539

Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No. (956) 603-2050 Fax No._____

Email info@gforcesecurity.net

Print:

Name: Francisco J. Guerrero Signature: 

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

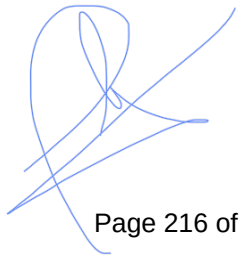
A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	X
Additional Cost (Attachment II in RFP)	X
RFP Evaluation Criteria (Attachment III in RFP)	X
Insurance Requirements (Attachment VI in RFP)	X
*Insurance Requirement Acknowledgement (Attachment V in RFP)	X
*Project Requirements Acknowledgement (Attachment VI in RFP)	X
*Litigation Disclosure (Attachment VII in RFP)	X
General Questionnaire (Attachment VIII in RFP)	X
*Signature Page (Attachment IX in RFP)	X
Submittal Checklist (Attachment X in RFP)	X
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**



City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[MLG PROTECTION SERVICES] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

MLG PROTECTION SERVICES Response

CONTACT INFORMATION

Company:
MLG PROTECTION SERVICES

Email:
mlgprotection@att.net

Contact:
ARMANDO GARZA

Address:
2515-B EAST GRIFFIN PARKWAY
MISSION, TX 78572

Phone:
(956) 583-2004

Website:
N/A

Submission Date:
Sep 24, 2024 10:51 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

MLG_PROTECTION_SERVICES_RFP_2024-020.pdf

2. If you have any proprietary documents, please attach the redacted document here.

20240924112147179.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

20240924112235759.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

20240924112637321.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

20240924113021702.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

20240924113058013.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

20240924113148468.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

20240924113227917.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

No

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

20240924113532009.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Please download the below documents, complete, and upload.

- Attachment II - Additional ...

20240924113620032.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Please download the below documents, complete, and upload.

- Attachment IV - Insurance R...

20240924113820103.pdf

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment V - Insurance Re...

20240924113906641.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment VI - Project Req...

20240924114008909.pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Please download the below documents, complete, and upload.

- Attachment VII - Litigation...

20240924114109873.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Please download the below documents, complete, and upload.

- Attachment VIII - Security ...

20240924114211277.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Please download the below documents, complete, and upload.

- Attachment IX - Signature P...

20240924114252902.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Please download the below documents, complete, and upload.

- Attachment X. - Submittal C...

20240924114353623.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$15.95
2	Unarmed Guard	Per Hour	$13.95
3	Vehicle / ATV	Per Month	$15.95
4	*Other:___ Include in Attachment II ____	Per _____	$0.00
*** Designate Other additional cost either per Hour/Day/Month**			



MLG Protection Services

2515-B E. Griffin Parkway
Mission, TX 78572
Ph. 956-583-2004
Fax. 956-583-2012

Security Services

RFP 2024-020

Due:09/24/2024

Table of Contents:

I. Cover Letter
- MLG Cover Letter
  - Uniformed Security Guard Services Proposal to include: MLG Certificates of Licences from DPS
  - Armando Garza's Resume & Bachelor's Degree in Criminal Justice Specializing in Police Administration

II. Summary of Proposal

III. Body of Proposal
- Attachment A-Customer Service Training for Staff
- Attachment C-MLG References

IV. Additional Materials
- Attachment D-MLG Financial Proposal for the City of Edinburg
- Attachment F1-F4-General Liability, Worker's Comp & Vehicle Insurance
- Attachment G-MLG W-9 2024
- Attachment H-MLG Organizational Chart



MLG Cover Letter:

MLG has been in business over 10 years. Owner and President, Armando Garza, is a retired Police Officer with almost 28 years of experience in the law enforcement field. His extensive list of licenses, certifications, trainings, Bachelor's degree in Criminal Justice from the University of Texas at Pan American, and overall experience in the field of law enforcement make him one of the most qualified owners in the field of Security. Our office is located at 2515-B E. Griffin Parkway, Mission, Texas 78572.

MLG Protection Services takes pride in maintaining professionalism, honesty and integrity when protecting our community. We currently have established contracts with Sharyland ISD, City of McAllen, City of Mission, South Texas I.S.D., City of Edinburg, along with several others, and we employ over 300+ DPS certified level II, level III & P.P.O (level IV) security guards.

MLG Protection Services is not only licensed for Security Services, but also has a thriving business in Private Investigation & has its own in house training school. Armando Garza is a Certified Instructor for Level II, Level III, and LTC. MLG's owner Armando Garza not only trains and certifies our guards through DPS training,

he also ensures that our guards are doing what he trained them to do, as he is a very hands on owner, and monitors all guards on a daily basis. .

MLG also offers their K-9 services, to include our K-9 Denzel and our Certified K-9 Trainer, former Army Ranger Sgt. Paul Sanchez. Our K-9, Denzel, is certified and trained to detect weapons, ammunition, heroin, marijuana, cocaine and methamphetamines.

For any questions or concerns please feel free to contact:

Armando Garza: (956) 227-9039

Velma Garcia: (956) 222-6362

Captain Manases Paz: (956)215-1567

Lt. Paul Sanchez (956) 205-8814



Uniformed Security Guard Services Proposal

Our Goal

Crimes take place at banks, schools, malls, supermarkets, entertainment venues, office buildings and everywhere else. People go out of their way to rob banks, bring dangerous objects to work and or school and prepare to shoplift. They are not afraid to get caught because no one is there to prevent them from doing wrong.

For these major reasons, private and government establishments hire security guards to protect not only the premises or the items being sold, but their customers/clients/students as well.

A security guard's mere presence would make them think twice before committing a crime. Protecting properties and staff by hiring security guards or utilizing MLG Protection Services is what we look forward in doing as a security company.

MLG Protection Services' account diversification has allowed us over the years to gain very sophisticated core competencies and expertise in virtually every industry and role. This level of expertise enables us to customize our security guards selection, training, services and management support processes to meet the unique needs of each and every client, no matter the complexity or requirements of the business relationship.

MLG Protection Services has a proven ability to provide superior protection for both the public and private sectors. We specialize in integrating unarmed security personnel, armed security personnel and patrol services; we consistently utilize the ultimate in technology for protection services available today while staying abreast of continuous changes in this high tech environment to provide the most cost-efficient and effective protection solutions for each client's specific needs.

Why Pick MLG?

- We have 10 years of continuous operation across the Rio Grande Valley in numerous locations, which includes working with multiple school districts, cities, counties, and private companies that span the gambit from multinational to local
- We are led by CEO Armando Garza, who has 28 years of experience in Law Enforcement, who has training in...
  - Mass Shooter Crisis Response
  - De-escalation Of Force Techniques
  - Contraband and Drug Searches, Seizures, and Prevention
  - His Undergraduate degree in Police Administration
    - And many more years of training from organizations such as the FBI and ATF
- We have over 300 Employees, unarmed and armed, who are **ALL licensed** by the State of Texas' Department of Public Safety, **CPR CERTIFIED** & **STOP THE BLEEDER TRAINED**.
- Our employees are also offered weekly overtime (at time and half pay), and additionally **we offer medical insurance** to all of our employees
- All of our guards receive continuing education, which includes trainings multiple times a year in safety procedures, emergency situations, response tactics, and emergency medical response techniques, such as tourniquets.

Why Pick MLG? Cont.

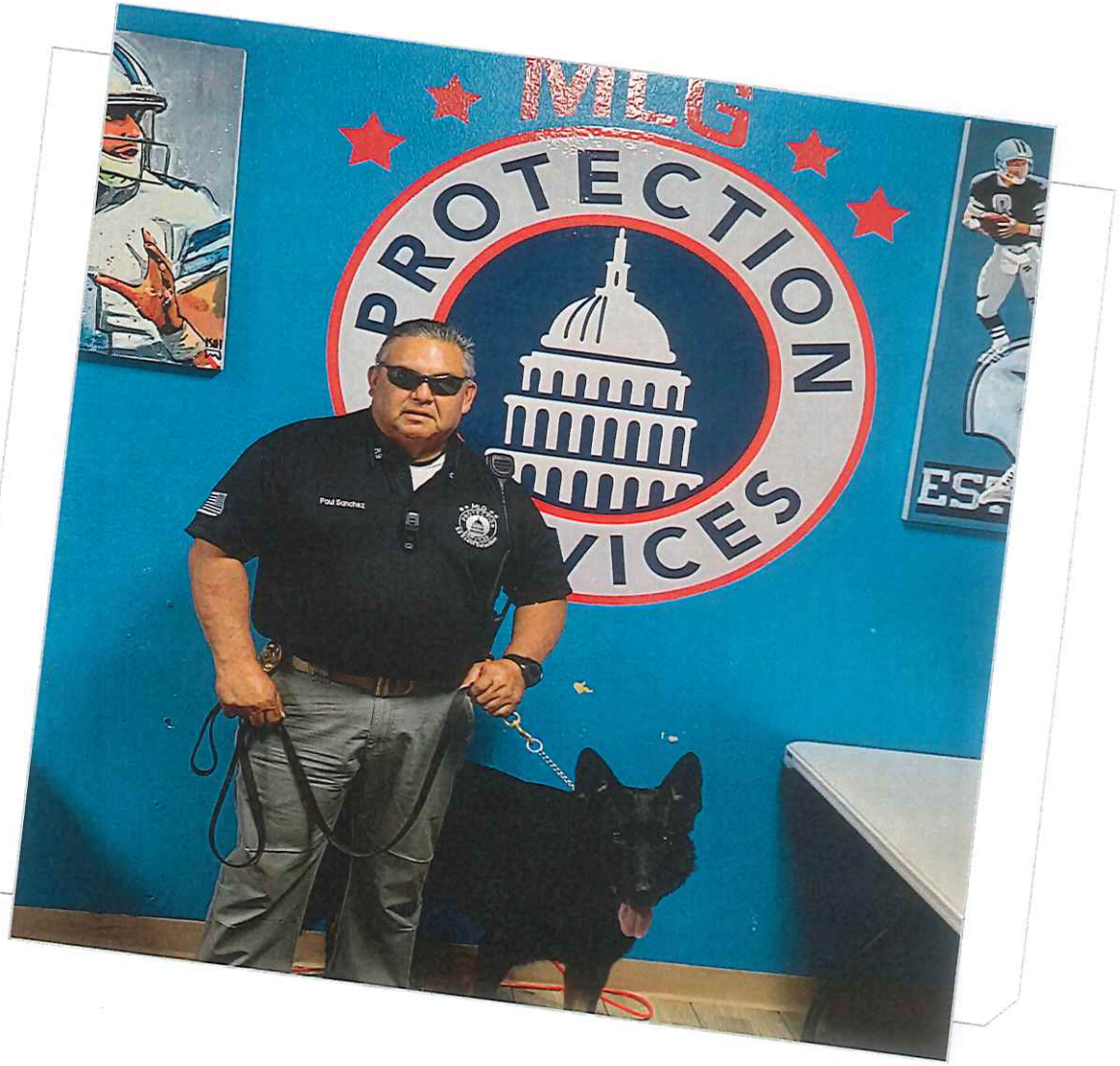
- We can meet your security needs, anytime.
  - Due to the large size of our company, our years of experience, we can meet any of your needs or requests, anytime.
  - Our office operates 24/7, 365 days a year. If there is an emergency situation at your location, we have supervisors and patrol available to send anytime.
- All of our guards must pass Criminal Background Checks and Drug test upon hire and are continuously drug tested every month and have their backgrounds checked again multiple times during the school year.
  - Our security officers and office supervisors come from a wide range of backgrounds, including former military, police officers, and security guards with over 10 years of experience.
- We have a K-9 available for searches of illicit substances, with handler Sgt. Paul Sanchez, who has years of experience with our K-9 and previous experience as a United States Army Ranger.

More About MLG Protection Services

MLG Protection Services was established in 2015. Owner, Armando Garza, decided he wanted to continue to serve and protect his community after retiring from the McAllen Police Department, and he has been doing so ever since. MLG Protection Services is a full-service Security Contractor, protecting clients, students, staff members, properties, etc. We currently have 300+ DPS Licensed Security Officers certified in Level II (non-commissioned), Level III (commissioned), and Level IV (Personal Protection Officers), PI's, K-9 Handlers. We have 6 marked patrol cars available to use with our clients.

MLG K-9 SERVICES

MLG also offers their K-9 services, to include our K-9 Denzel and our Certified K-9 Trainer, former Army Ranger Sgt. Paul Sanchez. Our K-9, Denzel, is certified and trained to detect weapons, ammunition, heroin, marijuana, cocaine and methamphetamines.



Level II & Level III Classroom Trainings

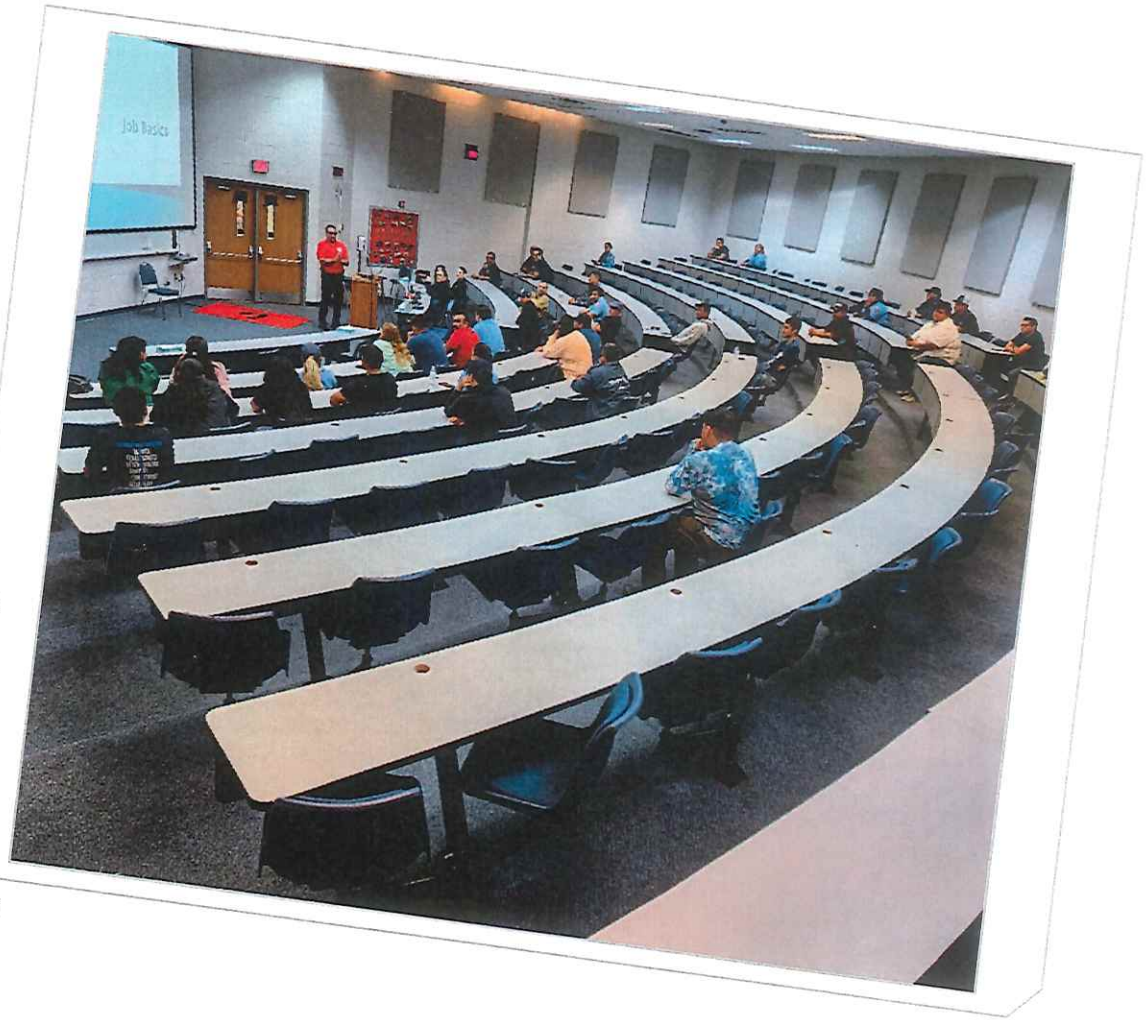
Armando Garza has been a Level II & Level III instructor since 2015. We certify our guards in our classroom and our own Shooting Range. We are also exclusive certified FFL vendors (Federal Firearms License), and we are able to supply weapons to our guards.



Continuing Education

Another aspect that set MLG apart from other companies is that we make it a priority to continuously train our guards in order to make a better trained and experienced work force.

Most recently we trained our guards in the use of torniquets and how to respond to certain emergency situations such as bomb threats and active shooter threats.



Our Ethics & Professionalism

MLG Protection Services takes pride in maintaining professionalism, honesty and integrity when protecting our students, staff, visitors, properties, etc. Even though all our guards need to pass a criminal background to be licensed with Texas Department of Public Safety, MLG Protection Services runs an additional DPS background check prior to hiring. Our guards all have a current employee file that is open record for you to see. In addition, we randomly drug test current employees on a quarterly basis. We also ensure that all our guards are well informed on all ethical issues, laws, trained (self defense, anti-bullying, CPR and many more) and licensed in at least one of the following; non-commission/commission/ personal protection, etc.



Our Ethics & Professionalism Continued

All MLG Security Officers are all uniformed with company patched shirt, security badge, name tag, current DPS license, handcuffs, and/or any other special request from our customers. In addition, all MLG Security Officers are well groomed, shaved and no visible tattoos are allowed. We are a role model to the students appearance and is very important to our company image.

Being that Armando Garza, President is licensed for various instructional/training classes. All guards go through extensive training throughout the year and as needed.



Business

MLG Protection Services main office is located in Mission, Texas @ 2515-B East Griffin Parkway. Normal business hours are from 8:30 am - 5:30 pm and on call during non business hours to Velma Garcia, 956-222-6362. From this main office we do payroll, billing, training, investigations, etc.

Who is Armando Garza

- 28 Years of Total Experience
- Bachelor of Criminal Justice on August 12, 1992
- Hidalgo County Deputy Sheriff 1992-1996
- McAllen Police Department 1999-2014
- Owner of Security Company 2014-present
- Your Instructor 2014-present
- Level 2 & 3 Instructor 2015-present
- Certified as Active Shooter 2017-present
- Private Investigator 2014-present
- LTC Instructor 2016-present



Who is Armando Garza Continued

- Bomb Squad McAllen Police for 10 years
- Drug Interdiction Officer McAllen Police 8 years
- HIDTA Task Agent with Hidalgo County District -
- Attorney's Office 2016-2017
- Master Peace Officer License 2000-present
- TCOLE Instructor 2016-present
- NRA Instructor 2016-present
- Employs more than 250 Security Officers 2014-present
- Body Guard License 2016-present



FINANCIAL PROPOSAL

On behalf of MLG PROTECTION SERVICES INC. I appreciate the opportunity to submit a proposal for your consideration. MLG PROTECTION SERVICES would like to assure the client that all costs in will remained fixed for the remainder of the contract.

Our client will be billed every 1st of the month for hours worked from the previous month, unless otherwise specified. Payment of submitted invoice is due within 10 days of invoice.

All services are fixed in price by hour. Price per hour including: applicable taxes, holidays, training, mileage, overnight, all insurances, vehicle maintenance, uniforms, etc.

Our fixed price plan is best suited for the client because it minimizes confusion, extra costs, and extra insurance. Our prices are fair and will save you from overspending. We currently have an established contract with the City of Edinburg, Sharyland ISD, South Texas ISD, City of Mission, Red Sun Farms, City of McAllen, and many more, and we are employing over 300 guards on a daily basis. This is why we are the best fit for your establishment. We have the qualifications, experience, and resources to cover all your security needs.

We look forward to working with your establishment and will work diligently to keep it safe at all times.
If we, at MLG PROTECTION SERVICES can be of any assistance, or if we can provide any additional information, Please feel free to contact us at your convenience. I may be reached at 956-583-2004 or via email at mlgprotection@att.net.

SECURITY SERVICES	COST	RATE SCALE
Security officer, non-commissioned/unarmed	$13.95	Cost per hour
Security officer, commissioned/armed	$15.95	Cost per hour
Security officer, non-commissioned & commissioned w/ MARKED PATROL VEHICLE	$15.95	Cost per hour

The University of Texas Pan American

Be it Known That

Armando Garza

Having successfully completed the Course of Study as prescribed by the Faculty and Board of Regents and having complied with all other requirements of the University has been declared

Bachelor of Criminal Justice

Police Administration

and is entitled to all rights and privileges appertaining to that degree. In testimony whereof, the Board of Regents, upon recommendation of the Faculty, have granted this Diploma, bearing the seal of the University. Given at Edinburg, Texas, the Twelfth day of August, Nineteen Hundred Ninety Two.

William H. McRaven
U.T. System Chancellor

Havidan Rodriguez
U.T.P.A. President, Interim

Paul L. Foster
Chairman, Board of Regents
The University of Texas System

HIDALGO COUNTY SHERIFF'S ACADEMY

This is to Certify that

Armando Garza

has satisfactorily completed an approved course in

Active Shooter Training

offered under the training 16 hours of instruction

on the dates of March 16, 2017 to March 17, 2017

Sgt. Steve Cortez

Academy Coordinator

Sr. Deputy Rick Garcia / Sr. Deputy Jose Mendoza

Course Instructor (s)



GREG ABBOTT
GOVERNOR

DAN PATRICK
LIEUTENANT GOVERNOR

Texas Commission on Law Enforcement

Hereby Awards The Certification

of

Master Peace Officer

to

ARMANDO GARZA

as provided for in the laws of the State of Texas and the rules of the Commission

JOEL W. RICHARDSON
PRESIDING OFFICER

April 2, 2010

CHIEF KIM VICKERS
EXECUTIVE DIRECTOR

17

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

MLG PROTECTION SERVICES

C20047

Is Duly Licensed as

Investigations / Security Contractor
Private Investigation Company
Guard Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 06/30/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

MLG PROTECTION SERVICES, LLC

Y10443001

Is Duly Licensed as

CE Training School
Private Investigation Continuing Education
Security Continuing Education

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 01/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

MLG PROTECTION SERVICES SCHOOL

F01356

Is Duly Licensed as

Training School
Level 3 Training School

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 03/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

ARMANDO GARZA

2515-B E. Griffin Parkway Mission, TX 78573 | C: 956-227-9039 | mlgprotection@att.net

Master Peace Officer 1999

Intermediate Reserve Officer
1993

Advance Reserve Officer 1996

Andros Operation and Maintenance Training Course
2005

Hazardous Materials Technician
2005

Hazardous Devices Basic Course
2005

Large Vehicle Bomb Countermeasures Course 2006

FEMA Training 2007

Crisis Intervention Training 2008

Multijurisdictional Counterdrug Task Force Training 2009

Mid-Level Narcotic Investigations 2009

The Street Survival Seminar 2009

Post Blast Investigative Techniques I 2009

Hazardous Devices Recertification Course 2009

License to Carry (CHL) Hand Gun Instructor March 2016

Instructor for Security Services Level 2 & 3 May 2016

06-2015 Current/ Owner/President
MLG Protection Services/ Security Guard and Private Investigation Company

MLG Protection Services current contracts:

SHARYLAND ISD
SOUTH TEXAS ISD
RGV COLLEGE
DONNA ISD
LA FERIA ISD
HORIZON MONTESSORI PUBLIC SCHOOLS
HIDALGO COUNTY
CITY OF EDINBURG (AIRPORT, LANDFILL, BOYS & GIRLS CLUB, WELLNESS CENTER, CITY HALL, LIBRARY)
CITY OF MISSION (LIBRARY, EVENT CENTER, LIBRARY, SPECIAL EVENTS & FOOD TRUCK PARK)
CITY OF MCALLEN (CONVENTION CENTER, PERFORMING ARTS CENTER, LARK COMMUNITY CENTER, LAS PALMAS COMMUNITY CENTER, PARK PATROL, CITY HALL, DEVELOPMENT CENTER, FIRE STATION, PUBLIC WORKS ADMIN, RECYCLING CENTER, BUS STATION, DOWNTOWN SERVICES, MCALLEN-HIDALGO INTERNATIONAL BRIDGE)
BUFFALO WINGS & RINGS WESLACO
BUFFALO WINGS & RINGS HIDALGO
CORINTHIANS EVENT CENTER
RANCHO GUADALUPE EVENT CENTER
ALYSSA'S ACRES
VERONA EVENT CENTER
CHABAD RGV
ART VILLAGE
LA PLACITA BALLROOM
ANY OCCASSIONS EVENT CENTER
VETERAN'S PAVILLION
MESINAS PAVILLION
LA VILLA THEATRE & EVENT CENTER
VILLA DE CORTEZ
OVERTON PARK OIL & GAS
SHARYLAND UTILITIES
DIANA'S EVENT CENTER
REDSUN FARMS

08-2015 to 05-2016
Hidalgo County District Attorney's Office
Criminal Investigator/ Narcotics Investigations

Active Shooter Certified 03-2017

TCOLE Instructor Certified 08-2016

04/2015 to 08-2015 DSO
US Marshalls - McAllen, TX
Guard services for the federal court

09/1999 to 01/2012 Police Officer

McAllen Police Department - McAllen, TX
Patrol Division, EOD - Bomb Tech, Special Investigations Division, Narcotic Division

04/1996 to 08/1999 Deputy
Hidalgo County Sheriff's Department - Edinburg, TX
Patrol Division

08/1992 to 06/1996 Social Worker
Donna ISD - Donna, TX
Keeping students in school, helping with family situations, working with at risk Students, working with drop out students

1992 Bachelor of Science: Criminal Justice
University of Texas Pan American - Edinburg, TX, 78539
1984 High School Diploma
McAllen High School - McAllen, TX, USA

Armando Garza has extensive training in Synthetic Marijuana, and also in Explosive/ Improves Explosives Devices (IED's) recognition. Armando Garza will train all his staff/Guards in these areas which are important when dealing with the young generation these days.

MLG Protection Services takes pride in maintaining professionalism, honesty and Integrity when protecting our students.



Summary of Proposal:

MLG Protection Services' account diversification has allowed us over the years to gain very sophisticated core competencies and expertise in virtually every industry and role. This level of expertise enables us to customize our security guards selection, training, services and management support processes to meet the unique needs of each and every client, no matter the complexity or requirements of the business relationship. MLG Protection Services is a full-service Security Contractor protecting clients, staff members, properties, and especially school districts. MLG has 6 years of experience in school districts from Pre-K-12th Grade.

MLG Protection Services has a proven ability to provide superior protection for both the public and private sectors. We specialize in integrating unarmed security personnel, armed security personnel and patrol services; we consistently utilize the ultimate in technology for protection services available today while staying abreast of continuous changes in this high tech environment to provide the most cost-efficient and effective protection solutions for each client's specific needs.

MLG Protection Services takes pride in maintaining professionalism, honesty and integrity when protecting our students, staff, visitors, properties, etc. Even though all our guards need to pass a criminal background to be licensed with Texas Department of Public Safety, MLG Protection Services runs an additional DPS background check prior to hiring.

Our guards all have a current employee file that is open record for you to see. In addition, we randomly drug test current employees on a quarterly basis. We also ensure that all our guards are well informed on all ethical issues, laws, trained (self defense, anti-bullying, CPR and many more) and licensed in at least one of the following; non-commission/commission/ personal protection, etc.

All MLG Security Officers are all uniformed with company patched shirt, security badge, name tag, current DPS license, and/or any other special request from our customers. In addition, all



MLG Security Officers are well groomed, shaved and no visible tattoos are allowed. We are a role model to the students' appearance and is very important to our company image.

Being that Armando Garza, President is licensed for various instructional/training classes. All guards go through extensive training throughout the year and as needed.

MLG Protection Services trains all Security Officers specific techniques on how to de-escalate at risk students. This prevents from any further danger to any student or staff. De-escalating a situation is important in keeping everyone safe.

Body of Proposal:

Experience: MLG currently has 10 years of experience working in school facilities, and 7-8 years working in city entities. We currently have established contracts with many school districts and city entities including: Sharyland ISD, South Texas ISD, RGV College & Juan Diego Academy, La Feria ISD, City of McAllen, City of Mission, and City of Edinburg. Our Customer Service Training for Staff (see attachment A) gives our guards the proper skills and guidance when dealing with any situation in a school setting. Customer service, student safety and maintaining a safe environment for the public is our main priority here at MLG.

Hiring Requirements/Process: MLG takes great pride in who represents our company. We go through a very extensive background check when hiring any one of our guards. All MLG security guards must pass a DPS online background check before they are hired. All guards that our hired through MLG, must be properly trained through our Level II (non-commissioned/unarmed) training program or our Level III (commissioned/armed) training program and pass exam. All guards that are hired for any school facility must also go through our Customer Service Training Program, and also be readily available for random Drug Testing, as it is part of our DPS license policies.

MLG References: (See Attachment C)

Additional Materials:

Financial Proposal: (see attachment D)

Insurance: (see attachment F1-F4)

MLG W-9: (see attachment G)

MLG ORGANIZATIONAL CHART: (see attachment H)

Customer Service Training for Staff

MLG Protection Services provides customer service training by conducting 4 hour training for each employee that is employed by MLG. The Job of Security Officers, Conflict Resolution, Proper communication, and Response to Emergencies and Safety Hazards. This training is provided through the Texas Department of Public Safety Training Program. The following is the training that is provided. Security officer are training in patrolling and inspect property, to protect against fire, theft, vandalism, graffiti, terrorism, and illegal activity. Securities Officers are also trained in protecting their employer's investment, enforce laws on the property, and deter criminal activity, and other problems. Security Officers are also trained in proper use of radio and telephone communications to call for assistance from police, fire or emergency medical services, as the situation dictates. One component of training that is very important to be the code of conduct requires that all security officers must, in the course of their employment: Every Security Officer is trained in the following

Behave honestly and with integrity

Act with care and diligence

Treat everyone with respect and courtesy and without harassment

Comply with all federal, state and local laws.

Comply with client and employer policies

Never provides false, misleading or incomplete information in response to a request for information that is made for official purposes.

Use client and employer resources in a proper manner. Security Officers are also trained in having good customer relations with Local Police, during an emergency, you may not interfere with peace officers who are on the scene of an incident at your company. Your role remains the protection of the clients or employer's assets. Your job is made easier if you have a good working relationship with the local police, be respectful. A security officer may sometimes be directed by a police officer. As any other citizen, you must obey his commands. All Security Officers are trained in above statement.

We also train in conflict resolution. The way this is done is the following customer service to all our Security Officers. We train that as a security officer your job responsibilities will often cause you to come into contact with the public. A security Officer is trained to remaining calm and professional will ordinarily make these encounters stress free. These guards are also taught that, occasionally the situation may result in a conflict between you and another person. The guards' goal in dealing with people is to persuade them to GAIN VOLUNTARY COMPLIANCE. The guard is taught that In order to do this, you have to get them to do what they originally did not want to do. The guard is taught that the best way to gain their cooperation is through the use of effective professional language.

The last is Use of Force

* Attachment A

MLG Protection Services

2515 E GRIFFIN PARKWAY SUITE B
MISSION, TEXAS 78572
956-583-2004

REFERENCES:

1. **Sharyland Independent School District**
   1200 N Shary Rd; Mission, TX 78572
   Mark Dougherty; Risk Management Director (956)467-7441
   (2015-Current)

2. **South Texas Independent School District**
   100 Med High Drive; Mercedes, TX 78570
   Eddie Guerra; Maintenance Coordinator
   (956) 514-4234
   (2022-Current)

3. **City of McAllen Convention Center**
   700 Convention Center Blvd.; McAllen, TX 78501
   Maritza Morales; Building Monitor Supervisor (956) 681-3830
   (2022-Current)

4. **Rio Grande Valley College**
   5419 N Cage Blvd; Pharr, TX 78577
   Rene Mendoza; Director (956) 460-9129
   (2017-Current)

* ATTACHMENT C

Financial Proposal

Security Guard Services

On behalf of MLG PROTECTION SERVICES INC. I appreciate the opportunity to submit a bid to the City of Edinburg.

MLG PROTECTION SERVICES would like to assure the client that all costs in will remained fixed for the remainder of the contract.

SECURITY SERVICES	COST	RATE SCALE
Security officer, non-commissioned/unarmed	$13.95	Cost per hour/**NO OVERTIME**
Security officer, commissioned/armed	$15.95	Cost per hour/**NO OVERTIME**

Our client will be billed every 1st of the month for hours worked from the previous month, unless otherwise specified. Payment of submitted invoice is due within 10 days of invoice.

All services are fixed in price by hour. Price per hour including: applicable taxes, holidays, training, mileage, all insurance, fuel, vehicle maintenance, uniforms, etc.

Our fixed price plan is best suited for the client because it minimizes confusion, extra costs, and extra insurance. Our prices are fair and will save you from over spending. We currently have an established contract with the City of McAllen, City of Mission & the City of Edinburg, and many more, and we are employing over 300 guards on a daily basis. This is why we are the best fit for your establishment. We have the qualifications, experience, and resources to cover all your security needs.

We look forward to a successful year with your establishment and will work diligently to keep all schools safe at all times.

If we, at MLG PROTECTION SERVICES can be of any assistance, or if we can provide any additional information, Please feel free to contact us at your convenience. I may be reached at 956-583-2004 or 956-222-6362 or via email at mlgprotection@att.net

Sincerely,

Armando Garza

(956) 227-9039

* ATTACHMENT D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/09/2023

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

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

PRODUCER
Padron Insurance Agency d/b/a
SafeGuard Insurance Agency
800 N. 10th St.
McAllen TX 78501

CONTACT NAME: Jessica Lopez
PHONE (A/C, No, Ext): (956) 687-1811 FAX (A/C, No): (956) 687-1819
E-MAIL ADDRESS: jlopez@safeguardnow.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MLG Protection Services LLC
2515 E Griffin Parkway Suite # B
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		19651855	10/27/2023	10/27/2024	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

* ATTACHMENT F1

CERTIFICATE HOLDER
City Of Edinburg
415 W University Dr
Edinburg TX 78539

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2024

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

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

PRODUCER	CONTACT NAME: NANCY D. SALAZAR PEREZ	
SALAZAR INSURANCE AGENCY 6421 N 10th, Ste 160 Mc Allen, TX 78504	PHONE (A/C, No, Ext): (956) 631-0004	FAX (A/C, No): (956) 630-3209
	E-MAIL ADDRESS: nancy@salazarinsuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : KINSALE INSURANCE COMPANY	38920
INSURED MLG PROTECTION SERVICES 2515 E. GRIFFIN PARKWAY STE B MISSION, TX 78572	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	0100310155-0	7/8/2024	7/8/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 50,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

****PERSONAL INJURY COVERAGE AMENDED TO $50,000 OCCURRENCE; $200,000 AGGREGATE***

*ATTACHMENT F2

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W. UNIVERSITY DR
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nancy D. Salazar Perez

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2024

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

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

PRODUCER
MONTALVO INS AGCY
208 S TEXAS BLVD, WESLACO, TX 78599

CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing
PHONE (A/C, No, Ext): 1-800-444-4487 **FAX (A/C, No):**
E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive County Mutual Insurance Company	29203
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MLG PROTECTION SERVICE INC
PO BOX 579
MISSION, TX 78573

COVERAGES **CERTIFICATE NUMBER:** 319069168222811254D092324T150039 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$300,000
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	02981175	04/19/2024	04/19/2025	BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	02981175	04/19/2024	04/19/2025	$	

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

* ATTACHMENT F3

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pruett

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MONTALVO INS AGCY		MLG PROTECTION SERVICE INC PO BOX 579 MISSION, TX 78573
POLICY NUMBER 02981175		
CARRIER Progressive County Mutual Insurance Company	NAIC CODE 29203	EFFECTIVE DATE: 04/19/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	$300,000 Combined Single Limit
Uninsured Motorist Property Damage	(included in combined single limit w/$250 Ded)

Description of Location/Vehicles/Special Items

Scheduled autos only

2015 DODGE CHARGER 2C3CDXBG7FH811937	
Personal Injury Protection	$2,500 each person
2017 CHEVROLET SPARK KL8CB6SA0HC840248	
Personal Injury Protection	$2,500 each person
2014 DODGE CHALLENGER 2C3CDYAG9EH274493	
Personal Injury Protection	$2,500 each person

Liability coverage may not apply to all scheduled vehicles.

* ATTACHMENT F4

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
MLG Protection Services

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
2515-B. East Griffin Parkway

Requester's name and address (optional)

6 City, state, and ZIP code
Mission, TX 78572

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
47-3708112

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 9/23/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

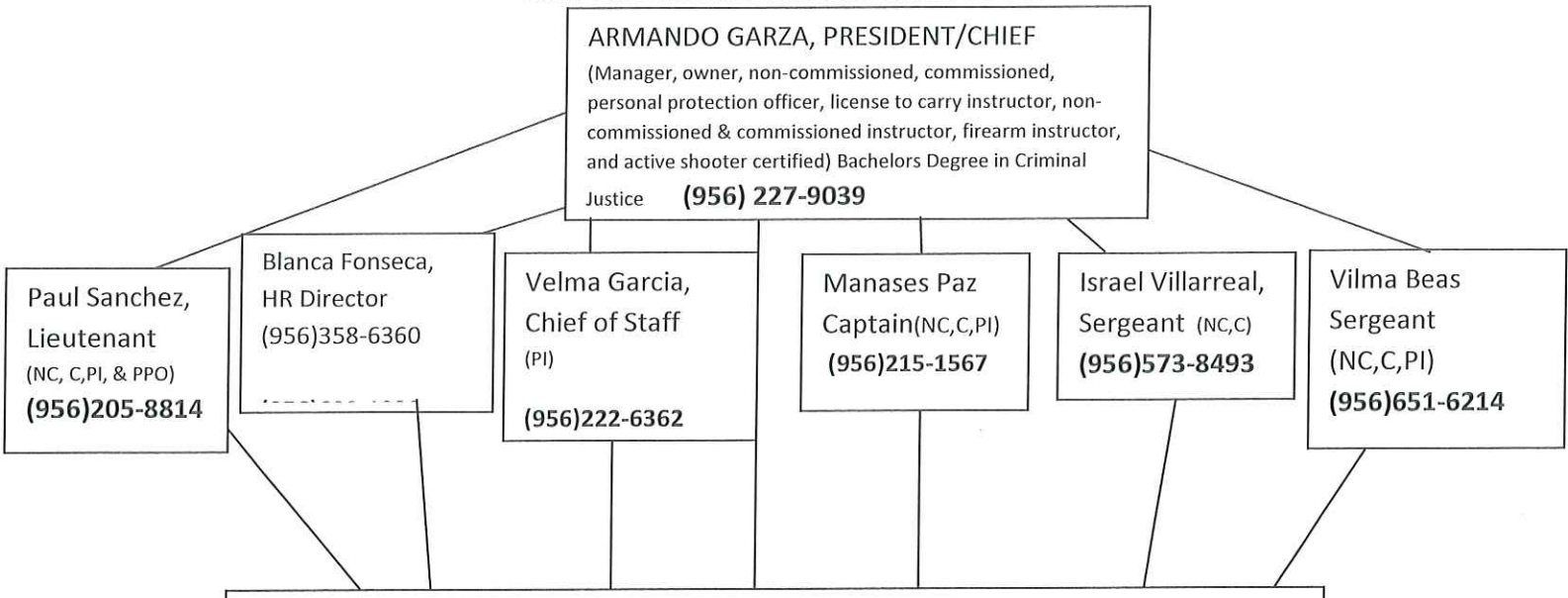
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

MLG PROTECTION SERVICES ORGANIZATIONAL CHART



285- (non-commissioned certified guards)

58- (commissioned certified guards)

5- (certified PPO's)

1- (K-9 & certified K-9 Handler)

8- (certified Private Investigators)

* Attachment H

KEY

NC: Non-Commissioned (Unarmed)
C: Commissioned (Armed)
PI: Private Investigator
PPO: Personal Protection Officer (Armed Body Guard)

6. Pricing Proposal

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$15.95
2	Unarmed Guard	Per Hour	$13.95
3	Vehicle / ATV	Per Month	$15.95
4	*Other:___ Include in Attachment II ____	Per _____	N/A
*** Designate Other additional cost either per Hour/Day/Month**			

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$15.95
2	Unarmed Guard	Per Hour	$13.95
3	Vehicle / ATV	Per Month	$15.95
4	*Other:___ Include in Atta	Per _____	

* Designate Other additional cost either per Hour/Day/Month

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other:_____	N/A
5	_____	N/A
6	_____	N/A
7	_____	N/A

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience** *Has worked for The CITY (10 Points) *Has worked at locations that were located in this general region. (10 Points) *Extent of experience in project area (10 Points) *Has operated for 3 to 5 years. (10 Points)	Points Based	40 *(40% of Total)*
2.	**Work Performance** *Work product is of high quality (10 Points) *Past performance (10 Points)	Points Based	20 *(20% of Total)*
3.	**Capacity to Perform** *Professional liability insurance is in force (5 Points) *Adequacy of Resources (5 Points) *Staffing Level/Experience of Staff (5 Points)	Points Based	15 *(15% of Total)*
4.	**Edinburg Business** Is the firm located in the City of Edinburg?	Points Based	5 *(5% of Total)*
5.	**Proposed Pricing** Firms proposed pricing	Points Based	20 *(20% of Total)*

ATTACHEMNT IV
INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to the CITY hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;

5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Armando Garza, authorized representative for MLG Protection Services
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☐ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $1,000,000.00

Automobile Liability: $300,000.00 General Liability: $1,000,000.00

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☑ Have already been met (see attached copy of insurance certificate).

Armando Garza — Authorized Representative

9/23/24 — Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Armando Garza, possess all of the APPLICABLE:

1. Licenses: 1104443001 (Training School), F01356 (Level III Training School); C20047 (Private Security license)
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: Bachelor's Degree Criminal Justice specializing in Police Administration

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

9/23/24
Date

MLG Protection Services
Company

2515-B. East Griffin Pkwy.
Address

Mission, TX 78572
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: MLG Protection Services
(full, correct legal name)
2. Address: 2515-B. East Griffin Parkway
Mission, TX 78572
3. Telephone/Fax: (956) 583-2004

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

5. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

6. Where is the Company's corporate headquarters located? Mission, TX

7. a. Does the Company have an office located in Edinburg, Texas?

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____(months)

c. State the number of full-time employees at the Edinburg office. 300(+) valleywide

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes✓ No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

10 (years) _____(months)

c. State the number of full-time employees at the Hidalgo County office. 300(+) valleywide

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Armando Garza | Velma Garcia
Address: 2515-B. East Griffin Parkway Mission, TX 78572
Telephone: (956) 583-2004
Fax: (956) 583-2012
Email: mlgprotection@att.net

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.

N/A

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: MLG Protection Services

Company Address:
2515-B. East Griffin Parkway

City, State, Zip Code:
Mission, TX 78572

Historically Underutilized Business (State of Texas) Certification VID

Number: ——

Telephone No. (956) 583-2004 Fax No. (956) 583-2012

Email mlgprotection@att.net

Print:

Name: Armando Garza Signature: AG

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	✓
Additional Cost (Attachment II in RFP)	✓
RFP Evaluation Criteria (Attachment III in RFP)	✓
Insurance Requirements (Attachment VI in RFP)	✓
*Insurance Requirement Acknowledgement (Attachment V in RFP)	✓
*Project Requirements Acknowledgement (Attachment VI in RFP)	✓
*Litigation Disclosure (Attachment VII in RFP)	✓
General Questionnaire (Attachment VIII in RFP)	✓
*Signature Page (Attachment IX in RFP)	✓
Submittal Checklist (Attachment X in RFP)	✓
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	electronic

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 9/23/24

Company/Vendor Name: MLG Protection Services

Printed Name and Title: Armando Garza, owner

Authorized Signatory: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1218209

Date Filed:
09/23/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
MLG Protection Services
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 2024-020
PROFESSIONAL SECURITY GUARD SERVICES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Armando Garza, and my date of birth is 12/02/1965.

My address is 2515-B. East Griffin Pkwy, Mission, TX, 78572, U.S.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 23rd day of September (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SENATE BILL 13 VERIFICATION

I, Armando Garza, the undersigned representative of MLG Protection Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Armando Garza, owner

TYPE/PRINT NAME AND TITLE:

9/23/24

DATE:

SENATE BILL 19 VERIFICATION

I, Armando Garza, the undersigned representative of MLG Protection Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Armando Garza, Owner

TYPE/PRINT NAME AND TITLE:

9/23/24

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Armando Garza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of MLG Protection Svcs the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Owner

Subscribed and sworn to me this 23 day of 9 2024.

By: _____

Notary Public

BLANCA ROSA FONSECA
Notary Public, State of Texas
Comm. Expires 04-26-2026
Notary ID 133063245

My commission expires 4/26/2025

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR PROFESSIONAL SECURITY GUARD SERVICES**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and VENDOR (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Vendor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall perform the Services described in **Exhibits "A".**

B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

E. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the

Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

G. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

SECTION V
PAYMENT AND FEES

City agrees to pay Vendor for Services being contracted herein as follows:

A. City agrees to pay Vendor $13.95 per hour for Unarmed Security Officers (Uniformed), $15.95 per hour for Armed Security Officers (Uniformed), $15.95 per hour for Vehicle/ATV of an Unarmed Officer and $15.95 per hour for Vehicle/ATV of an Armed Officer. City shall also pay Vendor for any time over the contracted hours per week, when applicable.

B. Vendor shall submit all invoices to City in accordance with City regulations. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Vendor has failed to provide and maintain required insurance;

d. Any Services are defective, requiring correction or replacement;

e. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Vendor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue for a two-year period. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional one-year term upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance

with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City

(or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and costs.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance

of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by

nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

NAME
ADDRESS

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants

of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis
City Attorney

VENDOR NAME

BY: MLG Protection Services
Name Armando Garza
Address 2515-B. East Griffin Pkwy.
Phone: (956) 583-2004
Fax: (956) 583-2012

Attachments: **Exhibit "A" Scope of Services and Proposal**
Exhibit "B" Insurance



Uniformed Security Guard Services Proposal

Our Goal

Crimes take place at banks, schools, malls, supermarkets, entertainment venues, office buildings and everywhere else. People go out of their way to rob banks, bring dangerous objects to work and or school and prepare to shoplift. They are not afraid to get caught because no one is there to prevent them from doing wrong.

For these major reasons, private and government establishments hire security guards to protect not only the premises or the items being sold, but their customers/clients/students as well.

A security guard's mere presence would make them think twice before committing a crime. Protecting properties and staff by hiring security guards or utilizing MLG Protection Services is what we look forward in doing as a security company.

MLG Protection Services' account diversification has allowed us over the years to gain very sophisticated core competencies and expertise in virtually every industry and role. This level of expertise enables us to customize our security guards selection, training, services and management support processes to meet the unique needs of each and every client, no matter the complexity or requirements of the business relationship.

MLG Protection Services has a proven ability to provide superior protection for both the public and private sectors. We specialize in integrating unarmed security personnel, armed security personnel and patrol services; we consistently utilize the ultimate in technology for protection services available today while staying abreast of continuous changes in this high tech environment to provide the most cost-efficient and effective protection solutions for each client's specific needs.

Why Pick MLG?

- We have 10 years of continuous operation across the Rio Grande Valley in numerous locations, which includes working with multiple school districts, cities, counties, and private companies that span the gambit from multinational to local
- We are led by CEO Armando Garza, who has 28 years of experience in Law Enforcement, who has training in...
  - Mass Shooter Crisis Response
  - De-escalation Of Force Techniques
  - Contraband and Drug Searches, Seizures, and Prevention
  - His Undergraduate degree in Police Administration
    - And many more years of training from organizations such as the FBI and ATF
- We have over 300 Employees, unarmed and armed, who are **ALL licensed** by the State of Texas' Department of Public Safety, **CPR CERTIFIED** & **STOP THE BLEEDER TRAINED**.
- Our employees are also offered weekly overtime (at time and half pay), and additionally **we offer medical insurance** to all of our employees
- All of our guards receive continuing education, which includes trainings multiple times a year in safety procedures, emergency situations, response tactics, and emergency medical response techniques, such as tourniquets.

Why Pick MLG? Cont.

- We can meet your security needs, anytime.
  - Due to the large size of our company, our years of experience, we can meet any of your needs or requests, anytime.
  - Our office operates 24/7, 365 days a year. If there is an emergency situation at your location, we have supervisors and patrol available to send anytime.
- All of our guards must pass Criminal Background Checks and Drug test upon hire and are continuously drug tested every month and have their backgrounds checked again multiple times during the school year.
  - Our security officers and office supervisors come from a wide range of backgrounds, including former military, police officers, and security guards with over 10 years of experience.
- We have a K-9 available for searches of illicit substances, with handler Sgt. Paul Sanchez, who has years of experience with our K-9 and previous experience as a United States Army Ranger.

More About MLG Protection Services

MLG Protection Services was established in 2015. Owner, Armando Garza, decided he wanted to continue to serve and protect his community after retiring from the McAllen Police Department, and he has been doing so ever since. MLG Protection Services is a full-service Security Contractor, protecting clients, students, staff members, properties, etc. We currently have 300+ DPS Licensed Security Officers certified in Level II (non-commissioned), Level III (commissioned), and Level IV (Personal Protection Officers), PI's, K-9 Handlers. We have 6 marked patrol cars available to use with our clients.



MLG K-9 SERVICES

MLG also offers their K-9 services, to include our K-9 Denzel and our Certified K-9 Trainer, former Army Ranger Sgt. Paul Sanchez. Our K-9, Denzel, is certified and trained to detect weapons, ammunition, heroin, marijuana, cocaine and methamphetamines.



Level II & Level III Classroom Trainings

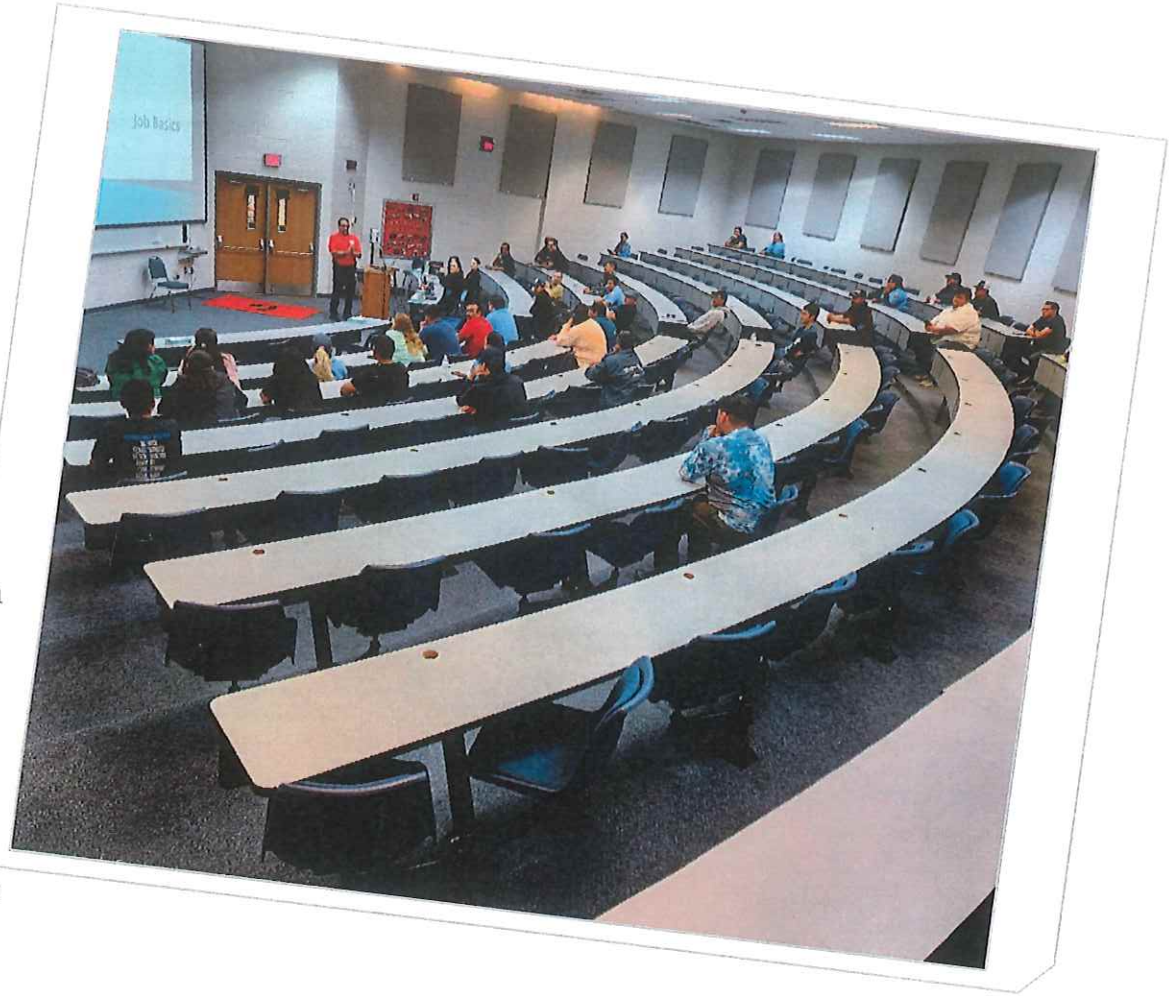
Armando Garza has been a Level II & Level III instructor since 2015. We certify our guards in our classroom and our own Shooting Range. We are also exclusive certified FFL vendors (Federal Firearms License), and we are able to supply weapons to our guards.



Continuing Education

Another aspect that set MLG apart from other companies is that we make it a priority to continuously train our guards in order to make a better trained and experienced work force.

Most recently we trained our guards in the use of torniquets and how to respond to certain emergency situations such as bomb threats and active shooter threats.



Our Ethics & Professionalism

MLG Protection Services takes pride in maintaining professionalism, honesty and integrity when protecting our students, staff, visitors, properties, etc. Even though all our guards need to pass a criminal background to be licensed with Texas Department of Public Safety, MLG Protection Services runs an additional DPS background check prior to hiring. Our guards all have a current employee file that is open record for you to see. In addition, we randomly drug test current employees on a quarterly basis. We also ensure that all our guards are well informed on all ethical issues, laws, trained (self defense, anti-bullying, CPR and many more) and licensed in at least one of the following; non-commission/commission/ personal protection, etc.



Our Ethics & Professionalism Continued

All MLG Security Officers are all uniformed with company patched shirt, security badge, name tag, current DPS license, handcuffs, and/or any other special request from our customers. In addition, all MLG Security Officers are well groomed, shaved and no visible tattoos are allowed. We are a role model to the students appearance and is very important to our company image.

Being that Armando Garza, President is licensed for various instructional/training classes. All guards go through extensive training throughout the year and as needed.



Business

MLG Protection Services main office is located in Mission, Texas @ 2515-B East Griffin Parkway. Normal business hours are from 8:30 am - 5:30 pm and on call during non business hours to Velma Garcia, 956-222-6362. From this main office we do payroll, billing, training, investigations, etc.

Who is Armando Garza

- 28 Years of Total Experience
- Bachelor of Criminal Justice on August 12, 1992
- Hidalgo County Deputy Sheriff 1992-1996
- McAllen Police Department 1999-2014
- Owner of Security Company 2014-present
- Your Instructor 2014-present
- Level 2 & 3 Instructor 2015-present
- Certified as Active Shooter 2017-present
- Private Investigator 2014-present
- LTC Instructor 2016-present



Who is Armando Garza Continued

- Bomb Squad McAllen Police for 10 years
- Drug Interdiction Officer McAllen Police 8 years
- HIDTA Task Agent with Hidalgo County District -
- Attorney's Office 2016-2017
- Master Peace Officer License 2000-present
- TCOLE Instructor 2016-present
- NRA Instructor 2016-present
- Employs more than 250 Security Officers 2014-present
- Body Guard License 2016-present



FINANCIAL PROPOSAL

On behalf of MLG PROTECTION SERVICES INC. I appreciate the opportunity to submit a proposal for your consideration. MLG PROTECTION SERVICES would like to assure the client that all costs in will remained fixed for the remainder of the contract.

Our client will be billed every 1st of the month for hours worked from the previous month, unless otherwise specified. Payment of submitted invoice is due within 10 days of invoice.

All services are fixed in price by hour. Price per hour including: applicable taxes, holidays, training, mileage, overnight, all insurances, vehicle maintenance, uniforms, etc.

Our fixed price plan is best suited for the client because it minimizes confusion, extra costs, and extra insurance. Our prices are fair and will save you from overspending. We currently have an established contract with the City of Edinburg, Sharyland ISD, South Texas ISD, City of Mission, Red Sun Farms, City of McAllen, and many more, and we are employing over 300 guards on a daily basis. This is why we are the best fit for your establishment. We have the qualifications, experience, and resources to cover all your security needs.

We look forward to working with your establishment and will work diligently to keep it safe at all times.
If we, at MLG PROTECTION SERVICES can be of any assistance, or if we can provide any additional information, Please feel free to contact us at your convenience. I may be reached at 956-583-2004 or via email at mlgprotection@att.net.

SECURITY SERVICES	COST	RATE SCALE
Security officer, non-commissioned/unarmed	$13.95	Cost per hour
Security officer, commissioned/armed	$15.95	Cost per hour
Security officer, non-commissioned & commissioned w/ MARKED PATROL VEHICLE	$15.95	Cost per hour

The University of Texas Pan American

Be it Known That

Armando Garza

Having successfully completed the Course of Study as prescribed by the Faculty and Board of Regents and having complied with all other requirements of the University has been declared

Bachelor of Criminal Justice

Police Administration

and is entitled to all rights and privileges appertaining to that degree. In testimony whereof, the Board of Regents, upon recommendation of the Faculty, have granted this Diploma, bearing the seal of the University. Given at Edinburg, Texas, the Twelfth day of August, Nineteen Hundred Ninety Two.

William H. McRaven
U.T. System Chancellor

Havidan Rodriguez
U.T.P.A. President, Interim

Paul L. Foster
Chairman, Board of Regents
The University of Texas System

HIDALGO COUNTY SHERIFF'S ACADEMY

This is to Certify that

Armando Garza

has satisfactorily completed an approved course in

Active Shooter Training

offered under the training 16 hours of instruction

on the dates of March 16, 2017 to March 17, 2017

Sgt. Steve Cortez

Academy Coordinator

Sr. Deputy Rick Garcia / Sr. Deputy Jose Mendoza

Course Instructor (s)

GREG ABBOTT
GOVERNOR

DAN PATRICK
LIEUTENANT GOVERNOR

Texas Commission on Law Enforcement

Hereby Awards The Certification

of

Master Peace Officer

to

ARMANDO GARZA

as provided for in the laws of the State of Texas and the rules of the Commission

JOEL W. RICHARDSON
PRESIDING OFFICER

April 2, 2010

CHIEF KIM VICKERS
EXECUTIVE DIRECTOR

17

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

MLG PROTECTION SERVICES

C20047

Is Duly Licensed as

Investigations / Security Contractor
Private Investigation Company
Guard Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 06/30/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

MLG PROTECTION SERVICES, LLC

Y10443001

Is Duly Licensed as

CE Training School
Private Investigation Continuing Education
Security Continuing Education

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 01/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

MLG PROTECTION SERVICES SCHOOL

F01356

Is Duly Licensed as

Training School
Level 3 Training School

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 03/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/09/2023

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

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

PRODUCER
Padron Insurance Agency d/b/a
SafeGuard Insurance Agency
800 N. 10th St.
McAllen TX 78501

CONTACT NAME: Jessica Lopez
PHONE (A/C, No, Ext): (956) 687-1811 **FAX (A/C, No):** (956) 687-1819
E-MAIL ADDRESS: jlopez@safeguardnow.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MLG Protection Services LLC
2515 E Griffin Parkway Suite # B
Mission TX 78572

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		19651855	10/27/2023	10/27/2024	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

* ATTACHMENT F1

CERTIFICATE HOLDER
City Of Edinburg
415 W University Dr
Edinburg TX 78539

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2024

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

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

PRODUCER	CONTACT NAME: NANCY D. SALAZAR PEREZ	
SALAZAR INSURANCE AGENCY 6421 N 10th, Ste 160 Mc Allen, TX 78504	PHONE (A/C, No, Ext): (956) 631-0004	FAX (A/C, No): (956) 630-3209
	E-MAIL ADDRESS: nancy@salazarinsuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : KINSALE INSURANCE COMPANY	38920
INSURED MLG PROTECTION SERVICES 2515 E. GRIFFIN PARKWAY STE B MISSION, TX 78572	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	0100310155-0	7/8/2024	7/8/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 50,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

****PERSONAL INJURY COVERAGE AMENDED TO $50,000 OCCURRENCE; $200,000 AGGREGATE***

*ATTACHMENT F2

CERTIFICATE HOLDER

CITY OF EDINBURG
415 W. UNIVERSITY DR
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nancy D. Salazar Perez

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2024

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

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

PRODUCER
MONTALVO INS AGCY
208 S TEXAS BLVD, WESLACO, TX 78599

CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing
PHONE (A/C, No, Ext): 1-800-444-4487 **FAX (A/C, No):**
E-MAIL ADDRESS: progressivecommercial@email.progressive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive County Mutual Insurance Company	29203
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MLG PROTECTION SERVICE INC
PO BOX 579
MISSION, TX 78573

COVERAGES **CERTIFICATE NUMBER:** 319069168222811254D092324T150039 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$300,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	02981175	04/19/2024	04/19/2025	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	02981175	04/19/2024	04/19/2025	$	

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

* ATTACHMENT F3

CERTIFICATE HOLDER

City of Edinburg
415 W. University Dr.
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pace

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MONTALVO INS AGCY		MLG PROTECTION SERVICE INC PO BOX 579 MISSION, TX 78573
POLICY NUMBER 02981175		
CARRIER Progressive County Mutual Insurance Company	NAIC CODE 29203	EFFECTIVE DATE: 04/19/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	$300,000 Combined Single Limit
Uninsured Motorist Property Damage	(included in combined single limit w/$250 Ded)

Description of Location/Vehicles/Special Items

Scheduled autos only

2015 DODGE CHARGER 2C3CDXBG7FH811937	
Personal Injury Protection	$2,500 each person
2017 CHEVROLET SPARK KL8CB6SA0HC840248	
Personal Injury Protection	$2,500 each person
2014 DODGE CHALLENGER 2C3CDYAG9EH274493	
Personal Injury Protection	$2,500 each person

Liability coverage may not apply to all scheduled vehicles.

* ATTACHMENT F4

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 9/23/24

Company/Vendor Name: MLG Protection Services

Printed Name and Title: Armando Garza, owner

Authorized Signatory: _____

HOUSE BILL 89 VERIFICATION

I, Armando Garza, the undersigned representative of MLG Protection Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

G

SIGNATURE OF COMPANY REPRESENTATIVE:

Armando Garza, owner

TYPE/PRINT NAME AND TITLE:

9/23/24

DATE:

SENATE BILL 13 VERIFICATION

I, Armando Garza, the undersigned representative of MLG Protection Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Armando Garza, owner

TYPE/PRINT NAME AND TITLE:

9/23/24

DATE:

SENATE BILL 19 VERIFICATION

I, Armando Garza, the undersigned representative of MLG Protection Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Armando Garza, owner

TYPE/PRINT NAME AND TITLE:

9/23/24

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Armando Garza, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of MLG Protection Svcs the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Owner

Subscribed and sworn to me this 23 day of 9 2024.

By: _____

Notary Public

BLANCA ROSA FONSECA
Notary Public, State of Texas
Comm. Expires 04-26-2026
Notary ID 133063245

My commission expires 4/26/2025

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 9/23/24

Company/Vendor Name: MLG Protection Services

Printed Name and Title: Armando Garza, owner

Authorized Signatory: _____

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other:_____	N/A
5	_____	N/A
6	_____	N/A
7	_____	N/A

ATTACHEMNT IV
INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to the CITY hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;

5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Armando Garza authorized representative for MLG Protection Services
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☐ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $1,000,000.00

Automobile Liability: $300,000.00 General Liability: $1,000,000.00

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☑ Have already been met (see attached copy of insurance certificate).

Armando Garza — Authorized Representative

9/23/24 — Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Armando Garza, possess all of the APPLICABLE:

1. Licenses: Y10443001 (Training School), F01356 (Level III Training School); C20047 (Private Security license)
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: Bachelor's Degree Criminal Justice specializing in Police Administration

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

9/23/24
Date

MLG Protection Services
Company

2515-B. East Griffin Pkwy.
Address

Mission, TX 78572
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: MLG Protection Services
(full, correct legal name)
2. Address: 2515-B. East Griffin Parkway
Mission, TX 78572
3. Telephone/Fax: (956) 583-2004

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

5. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

6. Where is the Company's corporate headquarters located? Mission, TX

7. a. Does the Company have an office located in Edinburg, Texas?

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____(months)

c. State the number of full-time employees at the Edinburg office. 300(+) valleywide

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes✓ No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

10 (years) _____(months)

c. State the number of full-time employees at the Hidalgo County office. 300(+) valleywide

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Armando Garza | Velma Garcia
Address: 3515-B. East Griffin Parkway Mission, TX 78572
Telephone: (956) 583-2004
Fax: (956) 583-2012
Email: mlgprotection@att.net

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.

N/A

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: MLG Protection Services

Company Address:
2515-B. East Griffin Parkway

City, State, Zip Code:
Mission, TX 78572

Historically Underutilized Business (State of Texas) Certification VID

Number: ——

Telephone No. (956) 583-2004 Fax No. (956) 583-2012

Email mlgprotection@att.net

Print:

Name: Armando Garza Signature: G

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	✓
Additional Cost (Attachment II in RFP)	✓
RFP Evaluation Criteria (Attachment III in RFP)	✓
Insurance Requirements (Attachment VI in RFP)	✓
*Insurance Requirement Acknowledgement (Attachment V in RFP)	✓
*Project Requirements Acknowledgement (Attachment VI in RFP)	✓
*Litigation Disclosure (Attachment VII in RFP)	✓
General Questionnaire (Attachment VIII in RFP)	✓
*Signature Page (Attachment IX in RFP)	✓
Submittal Checklist (Attachment X in RFP)	✓
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	electronic

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[BOLT SECURITY COMPANY] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

Bolt Security Company Response

CONTACT INFORMATION

Company:
Bolt Security Company

Email:
katherine@kperezlaw.net

Contact:
Katherine Perez

Address:
1013 S. 10th Avenue
Edinburg, TX 78539

Phone:
(956) 383-0633

Website:
www.boltsecuritycompany.com

Submission Date:
Sep 24, 2024 1:12 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

THE_CIT_Y_OF_EDINBURG_PROPOSAL.pdf

2. If you have any proprietary documents, please attach the redacted document here.

BOLT_LICENSE.pdf

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

2024_COI_City_of_Edinburg.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

2024_CONFLICT_OF_INTERES_THE_CITY_OF_EDINBURG.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

2024_HOUSE_BILL_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

2024_SENATE_BILL_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

2024_SENATE_BILL_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

NONCOLLUSION_AFFIDAVIT.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

No

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Fail

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

2024_CONFLICT_OF_INTERES_THE_CITY_OF_EDINBURG.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Please download the below documents, complete, and upload.

- Attachment II - Additional ...

ADDITIONAL_COST_FORM.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Pass

Please download the below documents, complete, and upload.

- Attachment IV - Insurance R...

INSURANCE_REQUIREMENTS.pdf

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment V - Insurance Re...

INSURANCE_REQUIREMENTS.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment VI - Project Req...

VI.pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment VII - Litigation...

VII.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment VIII - Security ...

VIII.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Pass

Please download the below documents, complete, and upload.

- Attachment IX - Signature P...

IX.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment X. - Submittal C...

X.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$20.00
2	Unarmed Guard	Per Hour	$16.60
3	Vehicle / ATV	Per Month	$0.00
4	*Other:___ Include in Attachment II ____	Per _____	$0.00

*** Designate Other additional cost either per Hour/Day/Month**

BOLT SECURITY COMPANY

1013 S 10th Avenue, Edinburg, Texas 78539
Ph. 956·383·0633 Fax. 956·383·1155
Lic. # B09315

SECURITY SERVICES

Date: **September 23,2024**

ATTN: **The City of Edinburg**
RFP No: 2024-020
Professional Security Guard Service

Via email: Electronic Proposal

From: Bolt Security Company

BOLT SECURITY COMPANY

1013 S 10th Avenue, Edinburg, Texas 78539
Ph. 956·383·0633 Fax. 956·383·1155
Lic. # B09315

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I. COVER LETTER

1. BUSINESS INFORMATION
2. COPIES OF LICENSES AND TRAINING CERTIFICATES
3. CHAIN OF COMMAND

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III. PROPOSAL

1. EXPERIENCE
2. GUARD SELECTION PROCEDURE
3. REPORTS AND REPORTING PROCEDURE
4. PROPOSAL OF SECURITY SERVICES

IV. REFERENCES

V. SAMPLE SECURITY SERVICE AGREEMENT

BOLT SECURITY COMPANY

1013 S 10th Avenue, Edinburg, Texas 78539
Ph. 956·383·0633 Fax. 956·383·1155
Lic. # B09315

The City of Edinburg
Edinburg TX, 78539

To The City of Edinburg,

It is with great pleasure and anticipation that we have prepared and now submit our proposal to provide security services to City of Edinburg. As you will read in greater detail below, our company has been in business for over 20 years and has the ability to provide a superior security service with a vast amount of experience backing it.

Bolt Security Company employs over 130 security officers that are ready to provide either armed or unarmed protection for your business. The company was founded in 1999 by law enforcement and legal professionals. We are devoted to providing a more professional security experience than most and are locally available to personally monitor that endeavor. Bolt Security Company is currently operated by Daniel and Katherine Perez. You will find more extensive information on the administration in the Experience Section located in this packet.

Our company is locally operated in Edinburg, Texas and remains highly accessible twenty-four hours a day, seven days a week for your convenience. Included in our service, we will provide a site supervisor and officer manager. The billing contact will be Laura Medina at 956-383-0633 and scheduling Robert Perez at 956-383-0633..

We look forward to entering into a business agreement with you and thank you for your time and consideration. Please do not hesitate to contact us on any of the listed or included contact information with any questions or concerns regarding this proposal.

Sincerely,

Daniel Perez
President

SUMMARY OF PROPOSAL

Bolt Security Company takes a very hands on approach to providing our clients the best security services available. At the inception of the contract, all of our clients meet one of the administrative officers assigned to overseeing our projects in person and are given the opportunity to physically walk through all job sites to ensure there is no miscommunication about our job duties. Of course, this contact is maintained throughout the duration of the service period in order to make any necessary adjustments to our duties. All of our administrative officers are highly qualified and have years of experience in security operations.

Bolt Security Company longevity and ownership provide a unique and superior service. We have been in business for over 20 years and our administration has over 50 years of law enforcement experience combined. We have service such business as the Doctor's Hospital at Renaissance, J & D Produce, CH Robinson Produce, Bert Odgen Arena. In addition, our security consultant is the Chief of Police of Edinburg ISD.

We have licensed police instructors on hand to train our security personnel on a regular basis. We will never send an officer to your site unprepared.

EXPERIENCE

In any organization, the most crucial element of a quality program is the supervision provided by the contractor. The administrators of Bolt Security Company have over fifty years of experience in law enforcement and management combined.

Daniel Perez, owner and vice president of Bolt Security was a sixteen-year veteran of the Hidalgo Co. Sheriff's Dept. and a T.C.L.E.O.S.E. certified peace officer since 1992. While employed by the Sheriff's department, he reached the rank of Lieutenant in Detention in July of 1998 and held that position until his end of service in June 2005. He was an administrative Lieutenant in charge of the Special Operation Response Team. He was also the Jail Division's instructor / training coordinator. One of his responsibilities as instructor / coordinator was to ensure that all of the 350 detention personnel received state mandated training and education. Daniel Perez was also involved directly or indirectly with the hiring process with the Hidalgo County Sheriff's Department.

Katherine Perez, C.F.O., oversees all financial aspects of the company and directly manages all Expert Security & Training Academy employees. She received her Juris Doctor from St. Mary's University School of Law and is presently a licensed, practicing attorney in the State of Texas and the federal courts of the Southern District of the United States. She graduated from the University of Texas Pan American with a B.A. in Psychology and a minor in Criminal Justice. She has been a practicing attorney for over 14 years.

Ricardo Perez, Jr., security consultant of Bolt Security Company, is the Chief of Edinburg Consolidated Independent School District Police Department. He oversees the safety of about 35,000 students and staff members on a daily basis. He has earned the distinction of having the only school district SWAT team south of San Antonio. His service with Edinburg CISD Police Dept has given him an excellent working knowledge of the security needs of students and staff. He received his police chief training from Sam Houston State University. He was previously a criminal investigator for the Mission Police Department. He has attained over 30 years of law enforcement experience and training.

Supervisory officers are fully trained in all security matters pertaining to the client's location and are responsible for the conduct of the security officers under their supervision. Furthermore, they are kept informed of the client's requirements, through frequent meetings and memorandums.

GUARD SELECTION PROCEDURE

At Bolt Security Company, we are committed to sending our clients the best security officers we can find. We screen all applications thoroughly, instituting a rigorous background test. Upon applying for a security officer position, the applicant fills out a detailed application including all personal information, employment history, and references needed to conduct our background test. A preliminary interview is conducted to ascertain the applicant's personality traits and an explanation of his/her application.

If the applicant passes the preliminary interview, the background check begins. The procedure as follows:

1. Computerized Criminal History
    a. The applicant's criminal history is checked at both a state and national level.
    b. His/her record must be clear of any arrests.
2. Personal References
    a. All references listed on the application are contacted to verify the information provided on the application.
    b. A questionnaire is completed either in person or by phone to ascertain personality traits and life history.
3. Previous Employers
    a. All previous employers within the last ten years are contacted to verify information provided on the application.
    b. A questionnaire is completed to ascertain the reason the applicant is no longer employed and his work ethic.
4. History of Residence
    a. All places of residence within the last ten years are verified.

Once the applicant has passed the background check, he/she is called back in for a final interview before a decision is made whether to hire him and where to place him.

REPORTS AND REPORTING PROCEDURE

Each and every one of the security personnel assigned to the client's premises will submit an individual shift report of his security functions. This report will contain a suitably detailed account of the time and extent of patrols executed. All other duties performed, conditions and events, such as fire, safety, health hazards, accidents, thefts and damage, insecure premises, the presence of unauthorized personnel or vehicles, etc. will be entered in the shift report. Subsequently, they will be made the subject of a detailed and individual Irregularity Report. The Irregularity Report is made according to need and is intended to provide the client with a detailed and accurate description of adverse conditions or events likely to be important to his operation. Moreover, the Irregularity Report informs the client as to what disposition or remedial action was taken in each case, whether by our firm's personnel, by the police, fire departments, or other public safety and law enforcement agencies. We believe that these reports are crucial to the client operations, which is why they are prepared and sent to the client representative's attention promptly.

It is procedure to have a representative of our company visit your location prior to the commencement date, not only to familiarize, but as a means to develop a set of interim security post orders that would go into effect the moment we commence our service. These will be comprehensive and will be compiled with the assistance and approval of the client representative.

REFERENCES

Doctor's Hospital at Renaissance
101 Paseo Del Prado
Edinburg, TX. 78539.
(956) 362-8677

Dr. Gelman
5415 S. McColl
Edinburg, TX 78539
(956) 661-0529

Cantu Construction
5221 N McColl RD
McAllen, TX 78504
(956)631-7273

J & D Produce
7310 N Expway 281
Edinburg, TX
(956) 348-9092

C. H Robinson
901 West Owassa Rd
Edinburg, TX
(956) 39-6405

PROPOSAL OF SECURITY SERVICES

Bolt Security Company is formally submitting a proposal for armed/unarmed security guard services as follows:

SECURITY SERVICES:

- Certified/Licensed, uniformed security officers
- Commercial General Liability Insurance
- Workman's Compensation Insurance
- 24-hour, on-call field supervision
- Armed/Unarmed security guard services
- Portable radio communications
- Traffic vests (if applicable)
- Flashlights
- Background Checks on Client's Employees (if requested)
- Quality customer service and satisfaction

Officers' primary objectives and duties are:

1. Officers will maintain a high-profile visibility of the job site, as needed by management;
2. Officers are to serve as a visible deterrent and are present to observe and report any and all suspicious activities;
3. Officers shall submit a daily activity log and case number incident report of on-site occurrences with pictorial documentation, as needed;
4. Officers will act as state's witnesses/complainants on behalf of the Client
5. Officers will notify the jurisdictional law enforcement agency, as needed, for any criminal law violation by offenders.
6. Officers will assist in the coordination of fire drill and emergency evacuation drills as needed.

Payment

Invoices will be submitted weekly and must be paid within 14 days of receipt. **Client** agrees to pay **the Company's reasonable attorney's fees and all collection costs associated** with the service fees.

Costs for the security services, personnel, and equipment outlined above shall be as follows:

Unarmed, uniformed security guard rates shall be:
a) $16.60 per Hour 24 /7 **6 months term contrac**
b) $24.90 per hour for OT & Holidays.

OR

Unarmed, uniformed security guard rates shall be:
a) $20.00 per Hour 24/7 **month-to-month term contract**
b) $30.00 per hour for OT & Holidays.

The Client agrees to pay the Company at the above holiday rate per hour of service provided on the following holidays: New Year's, Easter Sunday, Independence Day, Thanksgiving Day & Christmas Day

Bolt Security Company will submit an invoice for the above charges to the appropriate person on a monthly basis.

Please review the attached proposal. Should you have any questions or require any additional information, please contact me at the above listed telephone number.

Daniel Perez
President

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

BOLT SECURITY COMPANY

B09315

Is Duly Licensed as

Security Contractor
Guard Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 01/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2023

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

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

PRODUCER
MDB Agency, LLC
dba: SafeHome Insurance Services
2665 Villa Creek Dr. Ste. 108
Farmers Branch TX 75234

CONTACT NAME: Gerardo Dominguez
PHONE (A/C, No, Ext): (214) 245-5429 **FAX (A/C, No):** (214) 473-4595
E-MAIL ADDRESS: gerardo@safehomeinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	
INSURER B : Pgrogressive Commercial Insurance Company	
INSURER C : Texas Mutual Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bolt Security Company, Inc.
1013 S. 10th Ave.
Edinburg, TX 78539

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y	Y	GL164327491	11/08/2023	11/08/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	Y	Y	972755369	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0002085534	11/03/2023	11/03/2024	WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER
City of Edinburg, TX
415 W. University Dr.
Edinburg, TX 78539
City Hall Phone: 956-388-8204

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 9/23/24

Company/Vendor Name: Bolt Security Company

Printed Name and Title:

Authorized Signatory: Daniel Perez

HOUSE BILL 89 VERIFICATION

I, Daniel Perez, the undersigned representative of Bolt Security Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Daniel Perez Vicepresident

TYPE/PRINT NAME AND TITLE:

9/23/24

DATE:

SENATE BILL 13 VERIFICATION

I, Daniel Perez, the undersigned representative of Bolt Security Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Daniel Perez Vicepresident

TYPE/PRINT NAME AND TITLE:

9/23/24

DATE:

SENATE BILL 19 VERIFICATION

I, Daniel Perez, the undersigned representative of Bolt Security Company, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

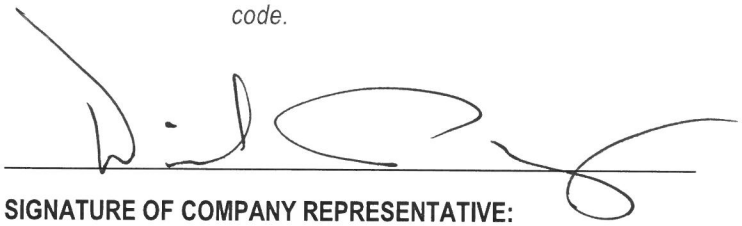
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Daniel Perez Vicepresident

TYPE/PRINT NAME AND TITLE:

9/23/24

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Daniel Perez, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Bolt Security, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Vicepresident

Subscribed and sworn to me this 23 day of September 2024.

By:

Notary Public

AUDREY RENEE YBARRA
Notary ID #131254079
My Commission Expires
September 3, 2025

My commission expires
September 3, 2025

CONFLICT OF INTEREST DISCLOSURE

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  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
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Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 9/23/24

Company/Vendor Name: Bolt Security Company

Printed Name and Title:

Authorized Signatory: Daniel Perez

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other:_____	_____
5	Armed Guard	$25 per hour
6	_____	_____
7	_____	_____

ATTACHEMNT IV
INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to the CITY hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;

5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Daniel Perez authorized representative for Bolt Security Company.
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☐ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $ 1,000,000

Automobile Liability: $ 1,000,000 General Liability: $ 1,000,000

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☒ Have already been met (see attached copy of insurance certificate).

Authorized Representative

9/23/24
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHEMNT IV
INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to the CITY hereunder.

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ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

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Company/Vendor

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Authorized Representative

9/23/24
Date

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THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Daniel Perez., possess all of the APPLICABLE:

1. Licenses: B09315 Security officer company, Security Officer
2. Bonds: _____
3. Certificates: Certificate of Insurance, Private Security Licensure
4. Permits: _____
5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

9/23/24
Date

Bolt Security Company
Company

1013 S 10th Ave
Address

Edinburg TX 78539
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Bolt Security Company
(full, correct legal name)
2. Address: 1013 S 10th Ave Edinburg TX 78539
3. Telephone/Fax: 956 383-0633 / 956 383-1155
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No X
5. Is your Company authorized and/or licensed to do business in Texas?
Yes X No____
6. Where is the Company's corporate headquarters located? 1013 S 10th Ave Edinburg TX 78539
7. a. Does the Company have an office located in Edinburg, Texas?
Yes X No____
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
25 (years) _____(months)
c. State the number of full-time employees at the Edinburg office. 104 Employees
8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas? N/A
Yes____ No____
b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office? N/A
_____ (years) _____(months)
c. State the number of full-time employees at the Hidalgo County office. N/A
9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Katherine Perez / Laura Meding
Address: 1013 10th Ave Edinburg TX 78539
Telephone: 956 383 06 33
Fax: 956 383 11 55
Email: bookkeeper@boltsecuritycompany.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

13. Provide any other names under which your business has operated within the last 10 years.
N/A

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Bolt Security Company

Company Address:
1013 10th Ave Edinburg TX 78539

City, State, Zip Code:
Edinburg TX 78539

Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No. 956 383 0633 Fax No. 956 383 1155

Email bookkeeper@boltsecuritycompany.com

Print: Daniel Perez Vicepresident

Name: Daniel Perez Signature: _____

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	DP ✓
Additional Cost (Attachment II in RFP)	DP ✓
RFP Evaluation Criteria (Attachment III in RFP)	DP ✓
Insurance Requirements (Attachment VI in RFP)	DP ✓
*Insurance Requirement Acknowledgement (Attachment V in RFP)	DP ✓
*Project Requirements Acknowledgement (Attachment VI in RFP)	DP ✓
*Litigation Disclosure (Attachment VII in RFP)	DP ✓
General Questionnaire (Attachment VIII in RFP)	DP ✓
*Signature Page (Attachment IX in RFP)	DP ✓
Submittal Checklist (Attachment X in RFP)	DP ✓
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	DP ✓

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[L4 SECURITY GROUP] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

L4 Security Group Response

CONTACT INFORMATION

Company:
L4 Security Group

Email:
blantonj@l4securitygroup.com

Contact:
John Blanton

Address:
204 E. Cano Street
Edinburg, TX 78539

Phone:
(606) 682-3500

Website:
www.L4securitygroup.com

Submission Date:
Sep 24, 2024 12:21 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

RFP_Response.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Certificate_of_Insurance.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Non-Collusion_Affidavit.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Form_1295_Cert_of_Interested_Parties.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Please download the below documents, complete, and upload.

- Attachment II - Additional ...

Attachment_II.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Please download the below documents, complete, and upload.

- Attachment_IV_-_Insurance_R...

Attachment_V_Insurance_Requirement_Acknowledgement.pdf

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment_V_-_Insurance_Re...

Attachment_V_Insurance_Requirement_Acknowledgement.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment_VI_-_Project_Req...

Attachment_VI_Project_Requirements_Achknowledgement.pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Please download the below documents, complete, and upload.

- Attachment_VII_-_Litigation...

Attachment_VII_Litigation_Disclosure.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Please download the below documents, complete, and upload.

- Attachment_VIII_-_Security_...

Attachment_VIII_Security_Consultant_Qualification.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Please download the below documents, complete, and upload.

- Attachment_IX_-_Signature_P...

Attachment_IX_Signature_Page.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Please download the below documents, complete, and upload.

- Attachment_X._-_Submittal_C...

Attachment_X_Submittal_Checklist.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$20.47
2	Unarmed Guard	Per Hour	$19.47
3	Vehicle / ATV	Per Month	$1,200.00
4	*Other:___ Include in Attachment II ____	Per _____	$0.00
*** Designate Other additional cost either per Hour/Day/Month**			

L4 Security Group
Director – Alex Chin
204 E. Cano Street, Suite 111
Edinburg, TX. 78539

Main (Toll Free): 844-855-7744
E-mail: china@l4securitygroup.com
Web: www.L4securitygroup.com
Facebook: https://www.facebook.com/L4SGroup/

City Government Security Services Proposal

Prepared for:



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Tuesday, September 17th, 2024

Dalinda Cardenas

City of Edinburg, Texas

SECURITY

TEXAS

Thank you for the opportunity to present our company, L4 Security & Consulting Group to you and the leaders of the City of Edinburg Texas (COE). We are excited at the prospect of beginning a new relationship with your our local government as trusted protectors of your property/assets and what might be fairly considered a substantial piece of our critical infrastructure; a task we thoroughly understand. L4 Security Group, LLC is headquartered at 715 N. Main Street, London, KY. 40741, with four (4) branch offices located in Louisville, Kentucky, **Edinburg, Texas,** Ft. Lauderdale, Florida and Jackson, Mississippi.

L4 Security Group, LLC is a partnership, founded in May 2019, and is owned and operated by retired police officer/public safety/military personnel with over one hundred (100) years combined experience in our management and training team alone. We understand that each of our security officers would be an extension of the COE staff and there is no second chance for first impressions. All L4 Security Officers diligently utilize customer service skills, real world law enforcement training and are supplied with constantly evolving technology to effectively perform the task at hand.

The City of Edinburg account will be overseen by a team of experts to include our President/CEO, Senior VP/COO and led by myself as overseer and supervisor of our security operations at your business. A summary of our leadership's credentials and experience is attached for your review. Our experience is integral to our training and corporate culture, sets us far above our competitors' and funnels down through our ranks to every security officer.

We understand the seriousness and importance of this project and as Kentucky LEO's (ret) are personally invested in your success. The City of Edinburg is critical for the RGV and a breakdown of its infrastructure, public and private, would result in widespread damage to our most important area, our infrastructure. As such, we believe it a privledge and our duty to bid on a role so integral to the economic security of our community and our nation.

Just as the City of Edinburg is evolving its security protocols to enhance its efficacy, we at L4 strive to constantly learn and improve our services to a shared advantage. Your partnership with L4, therefore, presents a fantastic opportunity and a mutually beneficial relationship that we hope will last indefinitely. I'm looking forward to the opportunity to speak further about this and serving you and the COE team!

Yours in service,

Alex Chin

Alex Chin
Director – Texas/Rio Grande Valley

Executive Summary and Proposal Overview

Based in London, Kentucky L4 Security and Consulting Group LLC is a Kentucky based security firm owned and operated by a group of retired Kentucky law enforcement officers. Our heritage of selfless public service, dedication to the security of our client family and neighbors in a dynamic age of increasing threats to the innocent and our combined experience of over a century of Kentucky law enforcement and LEO training come to bear for the benefit of our clients. Our business model and genuine regard for client satisfaction has grown our company from only 2 employees in 2019 to nearly 300 in 2024 across a footprint of 13 states.

This proposal outlines who we are, why L4 and the City of Edinburg are natural partners and how we propose to accomplish the task. Our experience in providing airport security, hospital security, school security, and corporate campus security has prepared us to take on the task of campus wide security for COE without hesitation. Our training and instruction staff, unmatched in competency, is ready to prepare a COE security division that understands its work, the law and most importantly, people.

Our leadership brings a combination of skills, education and success that qualify us to a degree that no other firm can match. Our financial position is rock solid and prepared for deployment flanking City of Edinburg in its mission to advance COE citizens with far more personal care and investment than our global competitors. Our doors and personal phone lines, up to and including the CEO of our firm, are always open to our clients; a claim our larger competitors will never make.

L4 is trusted. Since our inception we have never lost a contract for dis-satisfaction. Conversely, our growth stems from client satisfaction, proven results, and our clients' invitations to grow with them. We too are proud of the work we do and continuously strive to re-invent the stereotype of the "security guard". Our team is disciplined, honorable and professional.

Lastly, L4 acknowledges that because we have invested so heavily into quality training, supporting technology and ancillary services that all serve to enhance one another we don't always finish as the lowest bidder. If we have, we're doing something wrong. Instead, we look for creative opportunities to partner with our clients in mutually beneficial ways that reduce their overall costs. L4 is open to partnering with COE in the same respect.

We look forward to the opportunity to serve the City of Edinburg and a long-term partnership for the benefit of the city and her citizens.

Summary of Proposal

Govenment institutions security is a necessity for any community. Reliability, professionalism, and ability to follow procedure are a MUST. Our staff functions as role models, examples of integrity and servant leaders in addition to protectors; fostering a safe and secure environment by cultivating and maintaining appropriate relationships with members of the community. As such, L4 Security officers are not only contractors but will be ambassadors of the COE community and its values to the outside world.

Based on our principals' years of law enforcement experience, we have found the following to be true:

Becoming integral to the client community is THE key element to building the most effective security team.

Our first step to integrating officers is establishing **consistent communication.** Our clients' facilities are full of warm and welcoming people. We will take part in their conversations/connections from day one, the officers introducing themselves and asking (and remembering) the names of individuals we see on a regular basis. When our officers greet the staff and community members by name, the COE community witnesses first-hand that the L4 Security team are there to protect with a vested interest in their safety. No less important is guest safety and we shall extend the same hospitality and professionalism to every member/guest; thereby enhancing COE's reputation as a safe and inclusive environment in the City of Edinburg.

"Approach and Methods"

While basic security officer training provides the fundamental skills of service it does not provide much helpful information on working in a unique environment. Officers stationed on city grounds may be called upon to support a variety of functions and participate in multiple interactions with students, staff, administrators, guests/parents, government officials, board members, and VIP community leaders. For this reason**,** we provide **site-specific** and **job-specific** supplemental training to better assist them in most effectively operating in a particular enviornment and determine the best approach for a given audience or situation.

Serving and protecting in an governmental institution requires a different skill set than that of officers assigned to a typical guard post. A security program designed specifically for COE, it's nurturing will maximize the degree of safety and support we can offer.

- Being aware of unique, local challenges, threats and methods of mitigation before escalation.
- Acclimating to the culture and developing a thorough understanding of what is expected of the team and each team member. Officers will cross train to supplement one another as the need arises in the interest of maintaining consistent, seamless, protective service.
- Understanding their position as a security officer and how to balance serving as an authoritative figure while also providing a polite atmosphere consistent with the goals and expectations of the post.

L4 Security Group sets the training bar high for its officers. In addition to basic security training, L4 requires that employees working full time or part time as a COE security officer complete an additional training course that contains a specific curriculum. The content of this course for COE will include the following topics:

- The role and responsibility of a City of Edinburg officer
- Relevant state and federal laws (FAA) and legal issues regarding educational infrastructure
- Specific surveillance and anti-bullying techniques, safety issues
- Security awareness in the specific environment (Active Aggressor/Emergency Response)
- Conflict resolution ("handle with care")

See **"TRAINING"** for a more in-depth explanation of our basic and continuing training process.

"Unique Qualifications to Provide Security Service"

PRACTICAL EXPERIENCE – We have extensive experience in providing protection to large, school districts, city government airport and public libraires with an in-depth understanding of the unique security threats they face. L4 Security Group brings more than one hundred (100) years of real-world, law enforcement and military experience. Buddy, John and Alex have received thousands of hours of training and/or instructing trainees on crisis intervention, SWAT techniques, physical security and terrorism related issues throughout the United States. Over the years, we have conducted numerous emergency preparedness risk/vulnerability/threat assessments to residential, commercial, and educational facilities. We have led and provided guidance and expert analysis on tabletop exercises and practical drills for response to active aggressors/active shooting incidents

"We are proud to employ security staff with backgrounds in the military, law enforcement and as first responders who bring with them a wealth of experience and a heritage of selfless service."

-President/CEO Buddy Blair

CREDIBILITY – L4 Security operates on these fundamental values: **honesty, integrity, vigilance, and credibility.** These values, adopted by and methodized in our company were marshalled from the government agencies and communities in which we had the honor of serving.

KNOWLEDGE – Experience breeds wisdom. Learning is a lifetime endeavor for the L4 team be it by the practice of tradecraft, enhanced training or from institutions of higher learning. Our combination of skills, experience and education in protective services and business are unmatched by our competitors and we strive to maintain that competitive advantage for your benefit and ours.

L4 Security Group Proposal

L4 Security Group would like to thank you for the opportunity to present this proposal for security services. The Point of Contacts (POCs) for any questions are:

Buddy Blair
Co-Owner & President/CEO

Cell: (606) 682-0923
Toll Free: 844-855-7744
E-mail: blairb@l4securitygroup.com

John Blanton
Co-Owner & Senior VP/COO
Cell: (606) 682-3500
Toll Free: 844-855-7744
E-mail: blantonj@l4securitygroup.com

Alex Chin
Texas Rio Grande Valley Region Director
Cell: (951) 880-7343
Toll Free: 844-855-7744
E-mail: china@l4securitygroup.com

L4 Security Group is ready to seek and provide staffing for COE positions with a projected 30 days/4-week notice. A more expedited or longer timeline may be agreed to on a case-by-case basis. Upon award of contract, L4 Security Group will schedule a meeting with you to introduce staff, further define expectations and training objectives, identify personnel who will be assigned to site, and train/implement security staff at site (See “TRANSITION PLAN”).

During the initial period of contract, L4 Security Group supervision will actively help ensure a seamless transition. L4 Security Group is a 24-hour operation with primary points of contacts available at any time if needed.

Corporate Overview

BIDDER IDENTIFICATION AND INFORMATION-

L4 Security Group, LLC is headquartered at 715 N. Main Street, London, KY. 40741, with four (4) branch offices located in **Edinburg Texas**, Jackson Mississippi, Ft. Lauderdale Florida and Louisville Kentucky.

L4 Security Group, LLC is a partnership, founded in 2019, and is not for sale or otherwise anticipating or involved in a merger, acquisition, divestiture or other relationship affecting ownership. There are no plans to extend or decrease ownership and/or has not changed its name or form of organization since being founded.

L4 Security Group is owned and operated by retired police officers/public safety/military personnel with over one hundred (100) years combined experience. We understand that each of our security officers is an extension of your company image, and there is no second chance for first impressions. All L4 Security Officers utilize customer service skills, real world law enforcement training and are supplied with the newest technology to effectively perform the task at hand.

MISSION STATEMENT-

To provide superior security services by putting people first; maintaining clear, continuous communication; remaining true to our guiding principles:

- Customer service is every employee's job;
- Honesty toward our clients, employees, vendors and partners;
- Integrity to honor our commitments;
- Build and maintain trust that clients and employees can count on.

CORPORATE VALUES-

Customer Centric Culture – Know the customer and their needs, not just their name. Ensure the customer's needs are being met by every action, process and decision. Every employee, no matter what their title, has the additional responsibility of being a customer service ambassador. Make every effort possible to ensure customer satisfaction.

Positive Local Impact – Serve the local community. Support local events and business, participate in local organizations. Ensure company actions benefit the safety, security and wellbeing of the local community. We belong to and support numerous non-profit's with charitable donations and mentoring.

Perpetual Innovation – Embrace new ideas and technology. Solve problems before they arise. Always look forward to ways to incorporate leading edge technology into everyday operations. Always be open for suggestions of how to improve company practices and procedures.

CORE BUSINESS PHILOSPHY-

L4 Security Group's core business philosophy is that when you treat employees with courtesy, dignity and respect they will be motivated to deliver quality service. This philosophy is echoed in our mission statement which states, **"customer service is every employee's job".** We believe the quality of our service is dependent upon hiring the right person for each job, ensuring that they are trained and capable of performing the assigned tasks and committed to providing superior customer service. In short, we hire for attitude and train for service because great security is a by-product of great customer service.

ORGANIZATION, DEVELOPMENT, AND CURRENT OPERATION-

L4 Security Group is a Kentucky owned and operated company that has met with great success. L4 Security was started/created when co-owners Buddy Blair and John Blanton realized a void in the Kentucky private security market of a professional, well trained security company with a focus on customer service. From the beginning in 2019, Buddy and John set out to fill this void.

With customer service in mind, and the idea that a client calling for security today needed their services yesterday, Buddy and John began fulfilling client's needs. Often this commitment meant the two of them working as security officers until they could get an employee available to cover the shift. This mentality of placing the customer's needs first has not gone unnoticed by L4's customers.

As the company grows, Buddy and John ensure that it does so selectively and never puts their original intent or the company values at risk. When L4 makes the commitment to provide a proposal for security services, it has been determined that the services in the proposal can be provided while meeting the operational standards of the company WITHOUT impacting the quality any of its existing customers' services. This controlled growth is key to the success of the company. L4 Security Group does not measure its success based on its number of customers or annual billable hours. Instead, L4 looks at the satisfaction of each of its customers and its positive impact in the local community as its gauge for success.

FINANCIAL STATEMENT-

L4 Security Group is a privately held 50/50 partnership. L4 currently employs 280+ security officers with an operational footprint over eight states. In 2024, L4 estimates gross revenue of $5.7 million and maintains ample cash reserves to ensure smooth operation.

Bank Reference:
Jaime Harrison
Market President/Community Trust Bank
606-864-2439

CHANGE OF OWNERSHIP-

L4 Security Group is not for sale or otherwise anticipating or involved in a merger, acquisition, divestiture or other relationship affecting ownership. There are no plans to extend or decrease ownership.

CORPORATE OFFICE/BRANCH OFFICE LOCATIONS-

L4 Security Group is headquartered in London, KY at 715 N. Main Street, with four (4) branch offices located in **Edinburg, TX (204 E. Cano Street, Suite 111)** Jackson, MS (4780 I-55 North, Suite 100) Louisville, KY (10200 Forest Green Blvd. Ste 112 Louisville, KY 40223) and Ft. Lauderdale, FL (1 East Broward Blvd., Suite 700 Ft. Lauderdale FL 33301)

RELATIONSHIPS WITH CLIENT-

L4 Security Group does not maintain a security contract with the City of Edinburg, Texas.

BIDDER'S EMPLOYEE RELATIONS TO CLIENT-

No party named in L4 Security Group's proposal response is/was an employee of the City of Edinburg in the past 12 months.

CONTRACT PERFORMANCE-

L4 Security Group has not had a contract terminated for default, convenience, non-performance, non-allocation of funds or any other reason. Additionally, L4 Security Group has never been named in a lawsuit and/or had issues regarding civil legality.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE-

Currently, L4 Security Group is licensed to operate in Kentucky, Indiana, Ohio, South Carolina, Texas, Oklahoma, Arkansas, Mississippi, Florida, Tennessee, West Virginia and Virginia with similar requirements to what is likely to be needed by COE. See below for details concerning similar and larger security staffing operations for comparable school districts, business/corporations including the name of the district, location, annual hours, type of management arrangement, and months/years performed.

Corporate References Next Page

TP Senture Corporation – Kentucky (6 sites), Texas (1 site – McAllen Texas)

- September 2019 to Present
- Site security including armed & unarmed
- Protect and secure approximately 6000 employees, corporate HQ and 1500-1800 call agents in London, Kentucky and McAllen, Texas.
- 39,468 annual hours
- Roel Cruz, VP/Operations Director
- roel.cruz@senture.com
- 956-351-0335

Mercedes Independent School District – Mercedes Texas

- November 2021 to Present
- Site security including armed & unarmed
- Protect, deter, and secure students, staff, and property
- Miguel Chacon – Safe Schools/Student Services Coordinator
- miguel.chacon@misdtx.net
- 956-532-6476
- 44,000+ annual hours

Weslaco Independent School District – Edcouch Texas

- August 2023 to Present (Contracted through 2025 school year)
- Armed/Unarmed site security
- Protect, deter, and secure students, staff, and property
- Esmer Torres – Director of Security
- esmetorres@wisd.us
- 956-969-6998
- 10,000+ annual hours

Harlingen Independent School District

- January 2023 to Present
- Multi-Campus School Security
- Michelle Mendez – Emergency Management/School Safety
- michelle.mendez@hcisd@org
- 956-577-0166
- 1920 annual hours

Cumberland Valley National Bank – Kentucky (14 sites)

- February 2020 to Present
- Armed site security
- Protect, deter, and secure property and employees
- Derek House/Assistant Vice President – Security
- DerekHouse@cvnb.com
- 606-682-6445

SERCO – North America (London, Kentucky), Federal service (Rogers, AR and Lawton OK)

- February 2021 to Present
- Campus Site Security
- Protect and secure a large federal government facility
- John Troxell – Director of Facilities
- john.troxell@serco-na.com
- 606-260-0733
- 13,260 annual hours

London-Corbin Airport – London, KY.

- July 2023 to Present
- Campus Security
- Matt Singer – Director of Operations
- londoncorbinairportmanager@gmail.com
- 606-260-7825
- 4380 annual hours

Nugent Sand Company – Louisville, KY

- October 2022 to Present
- Secure River Rd. Corp. HQ / Industrial site / Maritime Security
- Damon Hughes – VP of Operations
- dhughes@nugentsand.com
- 502-584-0158
- 2860 annual hours

SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH-

Our ownership is actively involved in the oversight of our accounts and will if necessary preempt problems to ensure that they are rapidly resolved to our clients' satisfaction. We emphasize our "customer centric" approach to service. This approach is summarized as follows:

We will demonstrate understanding and perspective by:

- Knowing our clients' business models, recent performance, and strategic priorities.
- Proactively addressing our client's concerns and issues.

We will understand and exceed service expectations by:

- Learning and becoming integral to our clients' corporate cultures
- Delivering timely, quality service consistent with our clients' culture

We will provide the right people:

- Compatible with the clients' culture and technical needs
- Committed to providing superior customer service and protective service
- Committed to providing active training, supervision and accountability to our staff at COE.

We will provide industry insight by:

- Providing management technically qualified and knowledgeable about the clients' industry
- Maintaining positive industry affiliations and networks

Technical Approach

UNDERSTANDING OF THE PROJECT REQUIREMENTS-

We get it. Protecting our critical infrastructure is a job for professionals. Our leadership and employees' experience in doing the same for decades will brought to bare, full bore, for COE. L4 Security Group understands the request to provide and assign security officers on-site for:

- City of Edinburg facility/campus security
- Access control, monitoring infrastructure, gretting patrons along with foot patrol assignments

L4 hires specifically for each contract to ensure best match of personnel to contract requirements. **For Ciyt of Edinburg, L4 proposes to hire and train "contracted amount" primary officers for the initial coverage and backup of the original contract requirements.** Additional officers can be placed on ready reserve. Should COE deem circumstances merit additional protection in the case of man-made/natural disaster or civil disorder, COE can request reserve deployment in protection of COE assets at contracted rates. Number of available ready-reserve units is open for discussion.

MEETING THOSE REQUIREMENTS-

Recruiting

Today's economy presents a challenge in finding qualified personnel. L4 has networked with Rio Grande Valley area military recruitment offices to employ US military reservists and National Guardsmen, TX Militiary Department – Army National Guard, Local Fraternal Orders of Police, Fire Departments and EMS Services as well as subscribing to a variety of online hiring services to find excellent candidates whose mettle has been successfully tested and proven. Furthermore this enhances our firm's capabilities to include a variety of military MOS' and civilian public safety skills and experience to bring to market. For those times we cannot draw from our preferred sources, however, we will supplement with those who are willing and able to learn under the wing of our proven professionals.



L4 OFFICER CANDIDATE SCREENING-

L4 Security provides security officers that are trained, capable and committed to providing superior customer service. We expect our employees to know their duties and how to execute them promptly, correctly, pleasantly and safely. Therefore, we carefully select employment candidates who possess the applicable work experience, background, skills and professional image necessary to interact with customers and co-officers. Selected candidates must project a positive image that is representative of the customer service expectations and security standards of our customers and our company.

We conduct background investigations on all applicants who have successfully completed the application and interview phases to verify the information that they have provided to us (e.g., identity, employment history, education, etc.). Passage of the process results in a conditional offer of employment, training and probationary period. This process helps us to hire people who are likely to function well as security officers in YOUR environment.

All candidates/employees comprehensive backgrounds/drug screenings are performed and conducted in-house by L4 Security Group personnel. L4 Security Group owns/operates its own background portal where approximately two thousand (2000) comprehensive background reports are completed/generated per month for both internal and client onboarding and integrity management purposes.

L4's Standard Hiring Process

1. Candidate completes an application.
2. If the application is completed thoroughly and accurately, indicating the minimum requirements are met, the applicant is contacted for a telephone pre-screen interview.
3. If the telephone interview reveals a qualified applicant, an initial in-person interview is scheduled.
4. If the applicant successfully completes the interview phase and indeed meets the hiring requirements, a drug screen is required.
5. If the results of the drug screen are negative (passed test), the applicant is submitted for the background screening and personal reference checks.
6. If both the drug screen and comprehensive background checks are successfully passed, the applicant is extended a "conditional job offer" and completes the new hire process. This is followed by L4 training, active supervision and a probationary period of employment.

Identity Check/Background Screening Plan

- State/Federal Criminal History, 7 year County Criminal history, 7 year Employment History, Nationwide Sex-Registry along with other searches
- I-9 Verification
- Applicable licensure check and verification

L4 Security – Pre-Employment Background Screening

- **7 – Year U.S. County of Residence Criminal Search (includes all aliases)**
  L4 Security Group provides a "live" physical examination of county criminal records by a trained researcher. We do not perform a county database search. Our search is of actual court records in the county courthouse. This comprehensive criminal search provides information on felony and/or misdemeanor offenses for the previous 7 years at the county level. A "live" county criminal records search provides the most accurate, up-to-date information available. Each name and address location that resides within a different court jurisdiction is a separate criminal search. **(Includes all counties of residence in the past seven (7) years from student's residence history)**
- **Texas (TX) Statewide Criminal Search**
  A statewide criminal record investigation accesses a state-maintained repository (Texas = Administrative Office of the Courts) of criminal records that typically includes records from every county courthouse in the state of Texas. Sources for the information vary from state to state and are subject to change.
- **Nationwide Federal Criminal**
  Crimes reported in a federal criminal record include only those offenses that are federally prosecuted (violations of federal law as enforced by the FBI, DEA, ATF, and other government agencies) as opposed to local and state law. Hence a state criminal record search will never return federal crimes. Each state has at least one federal district and so does the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and the Northern Mariana Islands. In total there are 94 federal districts. Federal violations will not appear in either a county or statewide criminal check, and offenses can include kidnapping, drug trafficking, interstate transportation of stolen goods, bank robbery, and embezzlement. All Federal District Criminal Record searches are data based.
- **Nationwide Healthcare Fraud and Abuse (Nationwide Patriot Act – included in this search)**
  The Nationwide Healthcare Fraud & Abuse search conducts a search of the sanction information as taken by the Office of Inspector General (OIG), the General Services Administration (GSA) and other federal agencies including; Office of Research Integrity (ORI), Office of Regulatory Affairs (ORA), Office of Foreign Asset Control (OFAC) and FDA Debarment Check. The information meets the governments for sanction screening as set forth in the OIG's Compliance Program Guidance. Additionally, this search reveals disciplinary actions taken by federal agencies as well as those taken by licensing and certification agencies in all 50 states.
- **National Sex Offender Search**
  The National Sex Registry is a database compiled of all Sex Registry's from all 50 U.S. States. As per FCRA Guidelines, any records that indicate a "positive" result, the record will be confirmed on a state/county level.
- **National Person Search (Social Security Alert & Residency History)**
  Provides up-to-date information on an applicant's past addresses and movement patterns based on name and social security number (SSN). In addition to verifying and returning information on social security number, social security verification is an investigative starting point that provides a background search when combined with additional screening services.
- **Texas Department of Family and Protective Services DFPS:** A search of the records of abuse/neglect/exploitation investigations in Texas and any services provided as a result of these investigations. These internal records are maintained by DFPS and the search identifies all Child Protective Services, Adult Protective Services, and Child Care Licensing case documentation that references the specific person, regardless of the person's role or relationship in the case. Not all results found by a DFPS History search will constitute a match for the purpose of a background check, as this is dependent on the policy for that particular population and the parameters that apply.
- **Texas DFPS Out-of-State Abuse/Neglect History check:** A search of another state's or territory's records of reported child abuse and neglect cases that identifies people who have been found to have abused or neglected a child. Checks for abuse and neglect history in other states may be required by DFPS for good cause, such as a reasonable belief that the subject of the check may have history.

Officer Training

L4 Security Group operates it's own training academy, L4 Security Academy. Our proprietary basic academy curriculum is **approved by multiple governing bodies to include Chief R.T. Watkins of the Louisville KY Metro Dept. of Codes and Regulations for armed security certification in accordance with Metro Louisville KY ordinance**. This 40 hour basic training course encompases far more than the required topics and is based on the experiences and teaching of our management staff's combined Kentucky Law Enforcement careers, current trends and best practices in security/policing and emergency management.

In addition to basic training L4 calls upon its employees to receive annual, in-service training relevant to their posts from agencies like DHS, DOCJT, FEMA etc…

Barry Blair – National Training Director



With over three decades of experience either as a Trooper, SWAT Operator or Academy Instructor (both public and private sector), Barry brings an unprecedented amount of experience to the L4 team. He began his legacy career in 1991 as a Trooper for the Kentucky State Police. The bulk of his KSP career was assigned to their full-time SRT – Special Response Team (otherwise commonly referred to as SWAT) holding positions as an Operator and Mechanical/Explosives Breacher. Blair has planned or participated in over 1000 operational deployments/missions to include barricaded subjects, hostage situations/rescues, high-risk warrant service and providing personal protection for two (2) POTUS, VPOTUS and various Foreign/Domestic dignitaries. Retiring in 2010 from the Kentucky State Police as a Master Trooper, his drive, passion, and dedication to taking his real-world knowledge and sharing it through instruction landed him as an Academy Instructor for Kentucky's police academy, the Department of Criminal Justice Training. His focus as an Academy Instructor has primarily been providing law enforcement officers with the necessary skillsets on how to effectively respond to "Active Shooter/Rapid Deployment Techniques". A few of Barry's training and certifications are highlighted below:

- **Numerous Training & Instructor Certifications** - Basic to Advanced SWAT, Hostage Rescue, Manual/Mechanical/Explosive Breaching, Advanced Counter Terrorism, Counter Drug Narco-Terrorism Personal Protection, Marksman Observer, Active Shooter/Killer Response
- Master Firearms Instructor – basic and advanced handgun, tactical handgun, shotgun, patrol rifle, tactical rifle, designated marksman, sniper/observer, and sub-machine gun.

Amador Ramirez III – Training Coordinator, Texas

Amador's background in security, emergency and crisis response, and investigations have instilled within him a distinctive outlook when it comes to the safety and security of the client. Throughout his high-intensity career, including, a diverse profession in maximum security for the Texas Department of Criminal Justice. Amador gained eclectic experience in high-end security, training fellow officers, construction of legal documentation for legal proceedings, mass personnel coordination, specialized surveillance, as well as being a spirited team leader.

Presently, Amador trains and mentors promising up-and-coming security officers who safeguard one of the largest global organizations on Earth as well as several prestigious independent school districts. His training and experience include:



- Texas DPS – Level III Training Instructor
- Texas DPS – Firearms Instructor
- Texas License to Carry Instructor
- Counter Ambush
- Riot Response
- M.S.O.V. Heavy Armor Combat
- Close Quarters Combat
- Active Shooter Training
- NRA - Certified Handgun Instructor
- Precision Marksmanship
- Armory Quartermaster
- Weapon & Equipment Maintenance Specialist
- Special Training & Rescue Squad

L4 Basic Training Curriculum

1. General Duties and Responsibilities

- Protection of people
- Protection of property
- Protection of information
- Post orders

2. Professionalism

- Appearance
- Attitude and conduct
- Effective communication
- Interviewing
- Difficult people – "Handle with Care"
- Discrimination and harassment
- Labor disputes
- Dealing with the media

3. Legal – Authority and Limitations

- Where does the law come from?
- Types of criminal offenses
- Legal status of a security guard
- Powers of arrest
- Use of force
- Search and seizure
- Trespass
- Licensing of security guards
- Consequences of overstepping authority

4. Defensive Tactics (Non-Firearm)

- L4 Use of physical force policy
- Use of Force Continuum
- Situational Awareness
- Tactical Positioning
- Escorting
- Basic PPCT
- Handcuffing

5. Firearms and Qualificatioin

- State Required Course
- L4 Policy Review – Deadly physical force.
- Intro to Handgun
- Intro to Patrol Rifle
- Intro to Patrol Shotgun
- Pistol/Rifle/Shotgun Qualification Courses

6. Report Writing and Field Notes

- What to include in field notes
- 24 Hr. clock
- Phonetic alphabet
- Factors involved in report writing
- Improving report writing skills
- Evidence
- Protecting a crime scene
- Court testimony

7. Access Control and Alarm Systems

- Levels of access control
- Common ways to control access
- Main purpose of alarm systems
- How alarms operate
- Responding to an alarm

8. Patrolling

- Types of patrols
- Purpose of a patrol
- Preparing for a patrol
- Patrolling effectively
- Patrolling safety
- Powers of observation

9. Crowd Control

- Crowd mentalities and clear direction
- Establishing boundries
- Video recording
- De-Escalation

10. Traffic Control

- Legal authority
- Safety
- Hand control signals
- Dealing with emergency vehicles
- Responding to accidents

NEXT PAGE

SECURITY ACADEMY

11. WMD Threats

- People who make WMD threats
- Threats made over the phone
- Bomb threat checklist (CISA)
- Written threats
- Evacuation
- Suspicious Objects / Unattended Objects

12. Fire Prevention and Control

- Fire safety and emergency procedures
- Being prepared for fires
- Things needed for a fire to start
- How to extinguish a fire
- Detecting fires
- Fighting fires
- HAZMAT Response Manual

13. First Aid / CPR / AED Certification

- American Heart Assn. Instruction
- Stop the bleed (AVERT)
- Tournaquet use (AVERT)

14. Crisis Intervention Team (Abbreviated)

- What is CIT?
- Mental Illnesses
- Types of psychosis and Characteristics
- CALM Response

15. Active Shooter Response

- Role of the L4 Officer
- Tactical movement
- Site clearing / CQB
- Practical Exercises
- AVERT – Empowering the client to survive

16. Working Safely

- Worker's Rights – OSH Act
- Reporting injury at work
- Keeping others safe
- Staying Safe - Emotional Survival
- Below 100

17. Additional Training as Required by Client

- TBD by conference with client and agreement.
- Annual Firearms recertification
- Using the latest ERG book and App and Hazmat awareness.

SECURITY ACADEMY

Crisis Management

L4 trains all employees in integrative crisis management techniques. We instruct our officers on abbreviated principles of CIT as taught to Kentucky law enforcement officers as well as the "Handle With Care" behavior management system employed by LEO SRO's nationwide.

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*"***HANDLE WITH CARE IS THE WORLD LEADER IN CRISIS INTERVENTION AND BEHAVIOR MANAGEMENT TRAINING SERVICES TO:**

- *Human services staff*
- *Healthcare providers*
- *Community and juveni*
- *Families*
- *Educators and schools"*



L4 Training Director Barry Blair is a certified instructor for the Handle With Care program. The program has been taught to and employed by our employees in a variety of settings including businesses, schools, and industrial sites. We believe in its principles and have found the techniques effective at avoiding physical confrontations with an array of people from students to the homeless.

L4 is also an authorized AVERT instructors. AVERT combines active shooter response training with immediate responder first aid and stop the bleed instruction.



https://youtu.be/QXDDK-RRiIQ?si=RQRFJN0GFW5V_aJ1

Continued Training

L4 is committed to providing security officers that are trained and capable of providing Guard and Patrol Services along with superior customer services. Ongoing training upgrades the security officer's knowledge, skills or abilities to resolve problems. **L4 welcomes our clients' input and suggestions for trainings that may enhance the particular skill set of the L4 officers in their unique environment.**

Employee Field Training / OJT

Employees are monitored for progress in performance and execution of trainings. Each is subject to a six month probationary period from date of hire which can be extended if needed to achieve satisfactory remedial training if needed. Those employees who fail to meet standards can be released and replaced but this is extremely rare.

Employee Retention and Leadership

L4 Security Group's success is a result of the selection and retention of the security officers that we hire. We believe the quality of our service is dependent upon **hiring the right person for the right job** and ensuring that they are trained and capable to perform the assigned tasks. With competition within the service industry for quality employees at an all-time high, it becomes even more important to provide a quality working experience for each employee. L4 Security's ability to provide that working experience is why so many of our management and front-line personnel remain with L4 and continue to grow and develop as professionals within our company.

Our historically low turnover rate is a direct result of L4's core business philosophy; that when your treat people with courtesy, dignity and respect, they will be motivated to deliver quality service.

The key attributes of our core business philosophy are:

- A corporate culture of employee respect and appreciation
- The profiled selection of the right person for the right job
- Ongoing training and education program
- A focus toward on-site supervision and support
- Continual assessment of our performance and expectations
- Rewarding and recognizing people for their contribution
- Provide incentives for meeting performance objectives
- Create a work atmosphere that is serious but fun
- Recognize the potential in each person
- Provide affordable benefit programs

CONTINGENCY PLAN-

The first step to ensure appropriate backup coverage is to expect the need for backup coverage and train an appropriate number of security officers to fill this need. However, we recognize that there are times when an unexpected situation will arise when immediate additional staff is required.

L4 Security Officers are assigned work schedules in advance and have the ability to view and confirm their schedules online at any time. Typically, full-time and regularly scheduled part-time security officers will be assigned the same days and shifts each week although daily assignments may change based on certain situations or instances that are not preventable. Emails, text messages or phone calls are appropriate methods of communicating schedule conflicts in advance of the scheduled shift.

Effective Leadership / Management

With a very strong base of commercial customers, L4 Security Group is highly familiar with what it takes to make employees and partners feel welcomed while still maintaining a high level of safety and security. We have a proven history of performing similar contracts in highly regulated industries. L4 has invested heavily in our infrastructure and employees to ensure that we are able to meet our contractual obligations while mitigating the risk to our company and to our clients. This investment includes, but is not limited to:

1. Automated auditing and compliance monitoring of contract requirements, Key Performance Indicators (KPI).
2. An automated scheduling, pay-roll and billing process (ISolvedGo and bill.com)
3. Criminal background investigations and employee drug screenings
4. Implementing real-time reporting software powered by TrackTik that utilizes Near Field Communication (NFC) technology to verify officer locations and enhancing the effectiveness of communicating officer reports.
5. Employee training in the areas of security, safety, professional demeanor and the specific requirements of our client's facilities and operations.

PROPOSED MANAGEMENT APPROACH-

At L4 Security Group, establishing Key Performance Indicators (KPI) at the onset of any contract/agreement is paramount. We use Key Performance Indicators (KPI's) to track and compare performance against strategic and operational goals as well as to measure performance of our employees and their service to our customers. This is evidenced by our low turnover rate while maintaining a nearly 100% customer retention rate.

1. **Plan; establish objectives (customer KPI's) to achieve results.** At the onset of our contract, KPI's will be established with the appropriate COE representative. Mutually identifying the KPI is the first critical step because the KPI will drive all aspects of our service, from staffing to performance management, going forward. The following documents are typically reviewed as a starting point for developing the KPI:
   a. Contract/Agreement Requirements

b. Scope of Services
c. Existing Security Plan
d. Post Orders (established by L4 Security Group.)

2. **Do; implement processes and actions necessary to deliver results.** Once the KPI's have been established, we will create an operational plan to achieve the desired results. Quality assurance procedures will be implemented to ensure success in recruiting, hiring licensing, training, and performance. The security officer evaluation and recognition program are implemented using the KPI to measure the security officer's performance.

3. **Check; evaluate the processes and results against the objectives.** Regular customer reviews of performance measurements, customer and user surveys, and audits of compliance documentation are all conducted.

   a. Employee Evaluations. As part of the evaluations process, every employee will participate in an annual performance appraisal program. The Director and employee will discuss his/her overall performance and establish goals to help him/her improve and meet the expected levels of performance.

   b. Service Evaluations. At the convenience of the COE representative, the Director will initiate a formal meeting (quarterly or as needed) to discuss the Key Performance Indicators (KPI's) and any other issues that may arise.
   - This meeting will also incorporate a joint review of the Officer generated reports e.g., new hires, status of available persons, etc.).
     Contract/Agreement compliance
   - Safety/Security incidents

4. **Act; take actions necessary for improvements and ongoing change.** Real-time documentation of corrective actions against incidents and/or quality service failures ensures improvements and ongoing change. On-site audits and inspections maintain constant vigilance of performance standards.
5. **Overwatch and care.** Our posts are regularly visited by our management, primarily the regional director. Visits comprise inspections to re-inforce discipline to friendly visits for the purpose of reminding our employees they are valued and listened to. Any issues our employees have will be heard and addressed as possible.

IMPLEMENTATION AND TRANSITION-

L4 Security Group believes that COE will best be served by the implementation of a mutually agreed upon start-up and transition plan. The snapshot sample plan was provided earlier. In the absence of a mutually agreed upon start up and transition plan we are providing the following brief description of a typical start-up and transition plan.

L4's start-up and transition planning will begin immediately upon agreement/contract award to ensure timely and seamless transition of services. We will deploy experienced start up and transition teams to ensure no disruption to the facility operations and minimize the impact on the affected employees. Our experienced team will conduct the following functions:

Agreement/Contract Management: finalize contract, establish billing/reporting protocols, compliance monitoring and contract Key Performance Indicators (KPI).

1. **Human Resources:** transition incumbent employees and recruit/hire new employees as necessary.
2. **Purchasing/Logistics:** order and deliver equipment, technology and uniforms.
3. **Operations:** conduct site surveys (security and safety), develop security post orders, prepare/distribute schedules and establish communication protocols.
4. **Training:** determine training needs (management and security officers), coordinate training resources and deliver training.

Transition Plan

Day 1	● Meet with COE representative(s) and review the transition plan.
Day 2 – 20	● Finalize contract/agreement, establish billing/reporting protocols, compliance monitoring and contract Key Performance Indicators (KPI). ● Order equipment, technology and uniforms. ● Conduct site surveys, update/create procedures, security manual and post orders. ● Determine training needs (management and security officers), coordinate training resources and deliver training. ● Begin onboarding employees (screening, hiring, scheduling, training, uniforms, etc.)
Day 21	● Meet with COE representative(s) to review procedures and - training materials and provide status.
Day 22-24	● Input contract, billing/reporting protocols. ● Receive equipment, technology, vehicles and uniforms. ● Verify accuracy of site surveys and post orders. ● Continue onboarding employees (screening, hiring, scheduling, training, uniforms, etc.)
Day 25-30	● Deliver and install equipment (NFC tag), technology and vehicles as necessary. ● Continue onboarding employees (screening, hiring, scheduling, training uniforms, etc.)
Contract Start	● Begin service without disruption to COE operations.
Days 1-7	● Visits to campus, review uniforms, training and equipment
Days 1-60	● Regular communication with COE representative; resolve issues as they arise.

To ensure a proper transition, L4 Security Group recommends a minimum of 30 calendar days to transition the service for best results. Our regional Director, Alex Chin based in Edinburg, TX will remain fully engaged for the entirety of the City of Edinburg contract/agreement.

UNIFORMS-

Uniforms make an important statement. Everyone is impressed when they see a soldier at the airport returning home in their Class A uniforms. It represents a commitment to country and commands respect. At L4 Security Group, we have tried to work with our customers to select a style and color of uniform that best represents the image that they want to communicate with their customers.

L4 Security is using a uniform which includes a black polo shirt (officers last name on right chest and L4 Security on left chest) reading SECURITY on the back in large reflective lettering, and khaki 5.11 style pants. We find this option produces a professional, while soft and approachable statement and has proven effective.

It is our intent to work with COE to select a grouping of uniforms that will best meet the company needs. If for any reason COE is not satisfied with the current uniform selection or even just wants its own option to carry on the ambiance and the culture, L4 will work with the company to select mutually agreed upon uniform options.



L4 Summer Uniform



L4 Winter Uniform

ACCOUNTABILITY!

All security officer sign-in and sign-out times are captured with an integrated time clock which updates our online scheduling/payroll software (IsolvedGo). Missed clock-punches are investigated by payroll and entered into the system manually. By doing so, this will ensure we have accurate records of each security officer's attendance.

All security officers are required to be on their assigned location, in complete uniform, at the start of their assigned shift. In the event a security officer is late or cannot arrive for their assigned shift, he/she is required to provide as much notice as possible by phone call to his/her supervisor. Emails or text messages are not acceptable methods of communicating tardiness or absence.

In the event a security officer is late or cannot arrive for their assigned shift, the on-duty security officer is not permitted to leave their assigned post until properly relieved. A team of trained and capable security officers is maintained to fill an assignment in the event a security officer is not able to complete their scheduled shift. If, for any reason, an employee cannot be replaced, a supervisor shall perform the functional duties of the employee.

Security officers who are tardy or absent are subject to disciplinary action. Security officers who fail to arrive for their scheduled shift and also fail to notify their supervisor in advance of that absence are subject to disciplinary action up to and including termination. On duty officers are unauthorize to clear before their relief arrives.

ACTIVE SUPERVISION

Technology is helpful in many respects but nothing beats boots on the ground. Supervisory staff will regularly visit physical sites to conduct inspections, check in with officers, and otherwise ensure that officers are performing and adequately provided for to effectively do their duties.

REPORTING AND PATROL SOFTWARE

TRACK-TIK

At L4 Security Group, our mission is to provide our clients with the best services possible. We believe our mission goes beyond traditional security services and encompasses a wide variety of elements fundamental to the daily operations of our clients. That is why we have partnered with Track Tik Software and integrated their unique system into our operations.

Our accountability is second to none with complete 24/7 transparency, GPS date and time stamping on all incidents, security point scans, and instant access to all reporting as incidents occur.

Partnering with Track Tik and implementing their real time reporting software gives us that capability. For example, clients receive the following:

1. Fully customizable "chain of escalation" emails and notifications
2. Vendor / visitor management program
3. Checkpoints pertaining to task assignments, safety bulletins, and task completions
4. Integrated GPS date and time stamps on reports and real-time maps
5. "MAN DOWN" auto notification
6. Daily activity and patrol point reports sent directly to COE Security Director or their designee.

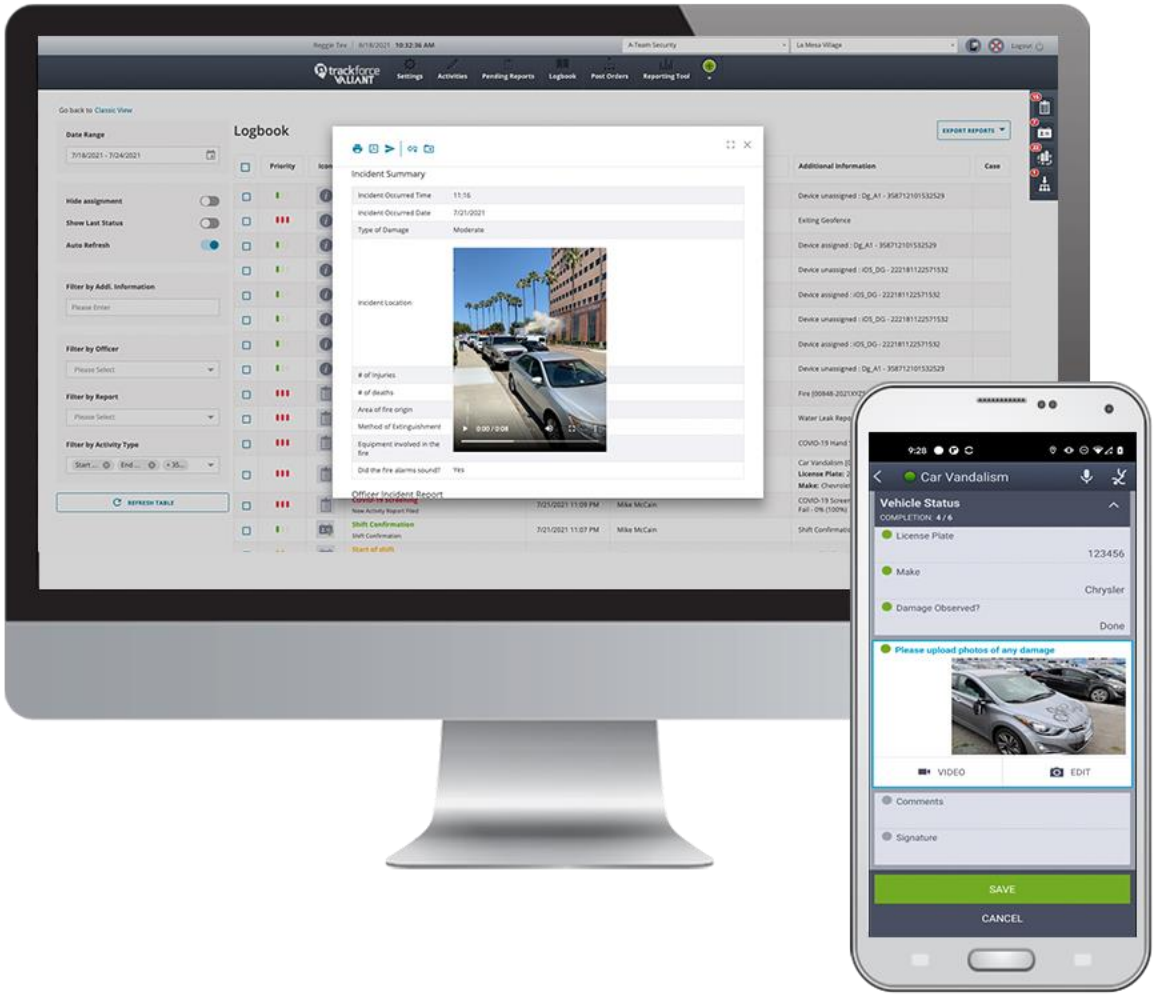


Every interaction with a hand-held device is GPS, date and time stamped. That means that each time an issue is submitted, a task is received when an NFC tag is scanned, we are able to verify the officer's location on the property. Track Tik utilizes Near-Field Communications (NFC) technology to verify officer locations and streamline the reporting process.

HOW WE REPORT

We use smartphones and tablets with quick and simple drop-down reporting menus to streamline the reporting, maximize on site visibility, and reduce your risk and liability.

Instead of traditional hand-written DARs (daily activity reports) our officers are provided varied reporting options that enable them to report easily throughout their shift.



CUSTOMIZED FOR MSD

Our daily and monthly reports can be completely customized and worded for your industry and specific property.

All issues are prioritized based on the scope of service at each property and according to your needs.

Daily Activity Report (DAR): Detailed

Report Details

Period	5/26/2020 10:21 AM - 5/29/2020 10:21 AM
Posts included	XYZ Security
Activities included	Shifts, Tours (Rounds), Activity, Keys/Asset Activities

NEW ACTIVITY - 00449-2020XYZSEC
5/29/2020 10:14 AM
XYZ Security

Close
RAMIREZ Hugo
Duration: 0 Hours, 1 minutes
Incident Report

Start Date : 5/29/2020 10:13 AM
End date : 5/29/2020 10:14 AM
Incident Summary
- Incident Occurred Time : 9:00 AM
- Incident Occurred Date : 5/29/2020
- Incident Classification : Major
- Incident Location :
Primary Individual Involved
- Person Involved - Classification : Suspect
- Photo of ID Card or Driver License (take picture, if able) : No
- Last Name : Doe
- First Name : John
- Address :
3636 Nobel Dr
San Diego CA 92122

- Race / Ethnicity : White
- Sex : Male
- Citizenship : US
- Contact Phone Number : 555 652 5555
- Statement or Additional Information :
There will be a police record attached to this Incident Report.



Vehicle Information
- Make :
- Model :
- Color :
- Year :
- Property Taken / Damaged :
Officer Incident Report
- Police, Fire, or Medical Response (if "Yes", include badge and report numbers in "Incident Details") : Yes
- Incident Details :
There was a break in around 0900 this morning - a few of the tenants witnessed a white male

REAL-TIME INCIDENT NOTIFICATIONS

At your choosing any issues or incidents reported can trigger a notification to the necessary parties (i.e. managers, maintenance supervisors or teams, and issue specific vendors).



When a critical incident happens, you want to create control over chaos. Our Geolocation and Dispatch management features tools solutions provide a way for you to immediately pinpoint security personnel within the security command center and quickly assign tasks to respond to events that are within their proximity. Always have a response team – Track Tik's security command center gives you that visibility.

GUARD TOUR CHECKPOINTS

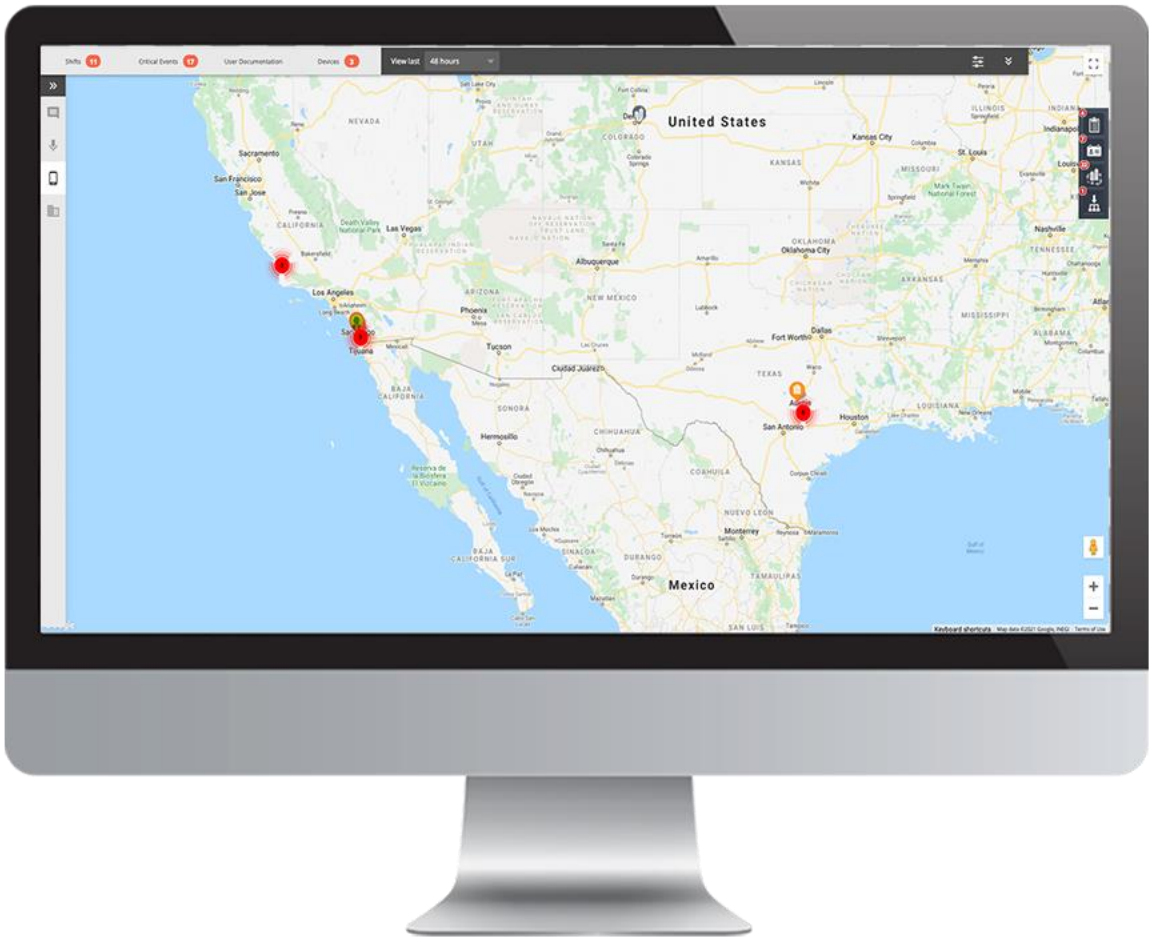
When a checkpoint is scanned 4 things happen:

1) Instructions are shown to the officer specific to that location

2) A pre-written note in risk and liability terms is entered into all reports including the Daily Activity Report (DAR).

3) A GPS pinpoint is taken to track the officer's location at the time of the scan

4) The officer can be required to include a photo with the checkpoint to verify their location (optional)



YOUR LIVE DASHBOARD

The issue monitor is the HUB for all activity reported through our software. Everything that is reported including incidents, checkpoints, tasks and dispatched issues will be tracked right here in the issue monitor.



Daily Activity Report (DAR): Detailed

Report Details

Period	5/26/2020 10:21 AM - 5/29/2020 10:21 AM
Posts included	XYZ Security
Activities included	Shifts, Tours (Rounds), Activity, Keys/Asset Activities

NEW ACTIVITY - 00449-2020XYZSEC
5/29/2020 10:14 AM
XYZ Security

Close
RAMIREZ Hugo
Duration: 0 Hours, 1 minutes
Incident Report

Start Date : 5/29/2020 10:13 AM
End date : 5/29/2020 10:14 AM
Incident Summary
- **Incident Occurred Time** : 9:00 AM
- **Incident Occurred Date** : 5/29/2020
- **Incident Classification** : Major
- **Incident Location** :

Primary Individual Involved
- **Person Involved - Classification** : Suspect
- **Photo of ID Card or Driver License (take picture, if able)** : No
- **Last Name** : Doe
- **First Name** : John
- **Address** :

3636 Nobel Dr

San Diego CA 92122

- **Race / Ethnicity** : White
- **Sex** : Male
- **Citizenship** : US
- **Contact Phone Number** : 555 652 5555
- **Statement or Additional Information** :

There will be a police record attached to this Incident Report.



Vehicle Information
- **Make** :
- **Model** :
- **Color** :
- **Year** :
- **Property Taken / Damaged** :

Officer Incident Report
- **Police, Fire, or Medical Response (if "Yes", include badge and report numbers in "Incident Details")** : Yes
- **Incident Details** :

There was a break in around 0900 this morning - a few of the tenants witnessed a white male fleeing the facility with a few items in tow. The suspect got into a car that wouldn't turn on and was placed under citizens arrest until the police came.

- **Signature** :



Daily Activity Report (DAR): No Detail

Report Details

Period	5/26/2020 10:30 AM - 5/29/2020 10:30 AM
Posts included	XYZ Security
Activities included	Shifts, Tours (Rounds), Activity, Keys/Asset Activities

NEW ACTIVITY - 00449-2020XYZSEC 5/29/2020 10:14 AM XYZ Security	**Close** RAMIREZ Hugo Duration: 0 Hours, 1 minutes **Incident Report**
NEW ACTIVITY - 00449-2020XYZSEC 5/29/2020 10:13 AM XYZ Security	**Update** RAMIREZ Hugo Duration: 0 Hours, 1 minutes **Incident Report**
NEW ACTIVITY - 00449-2020XYZSEC 5/29/2020 10:13 AM XYZ Security	**New report** RAMIREZ Hugo Duration: 0 Hours, 1 minutes **Incident Report**
NEW ACTIVITY - 00448-2020XYZSEC 5/29/2020 9:56 AM XYZ Security	**Close** RAMIREZ Hugo Duration: **Parking Violation Report**
ASSETS PICK-UP / DROP-OFF 5/29/2020 9:52 AM XYZ Security	**Asset Check-out: Vehicle B-02** RAMIREZ Hugo Duration:
TOUR 5/29/2020 9:51 AM XYZ Security	**Tour End After Hours Exterior Gate Check** RAMIREZ Hugo Duration: 13 Hours, 0 minutes
NEW ACTIVITY - 00447-2020XYZSEC 5/28/2020 9:00 PM XYZ Security	**Close** RAMIREZ Hugo Duration: **Parking Violation Report**



NEW ACTIVITY - 00446-2020XYZSEC 5/28/2020 8:52 PM XYZ Security	Close RAMIREZ Hugo Duration: Obstruction of exit or lanes
TOUR 5/28/2020 8:51 PM XYZ Security	Tour Start After Hours Exterior Gate Check RAMIREZ Hugo Duration: 13 Hours, 0 minutes
TOUR 5/28/2020 8:41 PM XYZ Security	Tour End After Hours Exterior Gate Check RAMIREZ Hugo Duration: 0 Hours, 4 minutes
TOUR 5/28/2020 8:36 PM XYZ Security	Tour Start After Hours Exterior Gate Check RAMIREZ Hugo Duration: 0 Hours, 4 minutes
NEW ACTIVITY - 00445-2020XYZSEC 5/28/2020 8:18 PM XYZ Security	Close RAMIREZ Hugo Duration: Vehicle Inspection
NEW ACTIVITY - 00444-2020XYZSEC 5/28/2020 8:17 PM XYZ Security	Close RAMIREZ Hugo Duration: Vehicle Inspection
TOUR 5/26/2020 8:38 PM XYZ Security	Tour End Fire Extinguisher Charge Tour GARCIA Jatziry Duration: 0 Hours, 9 minutes
NEW ACTIVITY - 00393-2020XYZSEC 5/26/2020 8:36 PM XYZ Security	Close GARCIA Jatziry Duration: Fire Extinguisher Charge Report
NEW ACTIVITY - 00392-2020XYZSEC 5/26/2020 8:34 PM XYZ Security	Close GARCIA Jatziry Duration: Fire Extinguisher Charge Report
NEW ACTIVITY - 00391-2020XYZSEC 5/26/2020 8:32 PM XYZ Security	Close GARCIA Jatziry Duration: Fire Extinguisher Charge Report
NEW ACTIVITY - 00390-2020XYZSEC 5/26/2020 8:29 PM XYZ Security	Close GARCIA Jatziry Duration: Fire Extinguisher Charge Report
TOUR 5/26/2020 8:28 PM XYZ Security	Tour Start Fire Extinguisher Charge Tour GARCIA Jatziry Duration: 0 Hours, 9 minutes

Incident Report

INCIDENT REPORT

Category	Incident
Priority	High
Post	XYZ Security
Report Created by	Hugo Ramirez
Start Date	5/29/2020 10:13:05 AM
Closed by	Hugo Ramirez
End date	5/29/2020 10:14:27 AM
Close Report By	5/30/2020 10:13:05 AM

Activity Report Revisions



Incident Summary

Incident Occurred Time	09:00	HR
Incident Occurred Date	5/29/2020	HR
Incident Classification	Major	HR
Incident Location		

Primary Individual Involved

Person Involved - Classification	Suspect	HR
Photo of ID Card or Driver License (take picture, if able)	No	HR
Last Name	Doe	HR
First Name	John	HR
Address	3636 Nobel Dr San Diego CA 92122	HR
Race / Ethnicity	White	HR
Sex	Male	HR
Citizenship	US	HR
Contact Phone Number	555 652 5555	HR
Statement or Additional Information	There will be a police record attached to this Incident Report. 	HR

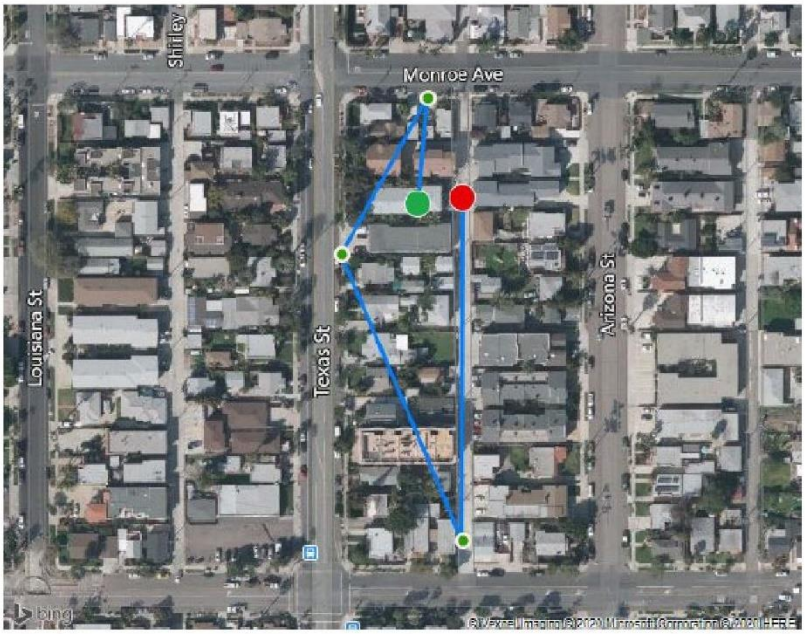
Vehicle Information

Make	
Model	
Color	
Year	
Property Taken / Damaged	

Officer Incident Report

Tag Name	Tag S/N	Order Read	Tag # In Tour	Time	
Emergency Door	3	3	3	8:34 PM	32° 45' 30.52" N, 117° 8' 19.58" W 
Fire Extinguisher Charge Report - 00392-2020XYZSec				8:34 PM	
Server Room	4	4	4	8:36 PM	32° 45' 26.83" N, 117° 8' 17.70" W 
Fire Extinguisher Charge Report - 00393-2020XYZSec				8:36 PM	
Gym	5	5	5	8:38 PM	32° 45' 31.26" N, 117° 8' 17.68" W 

Tour details



Visitor Management Software

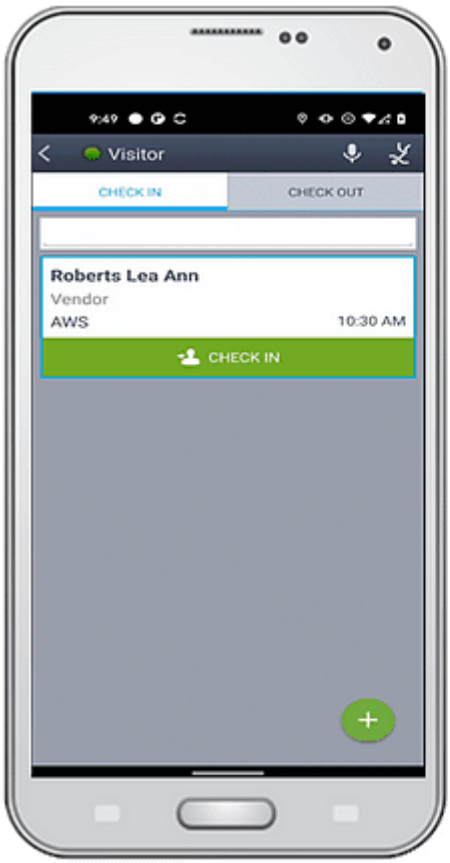
(Included at L4 with no additional charge)

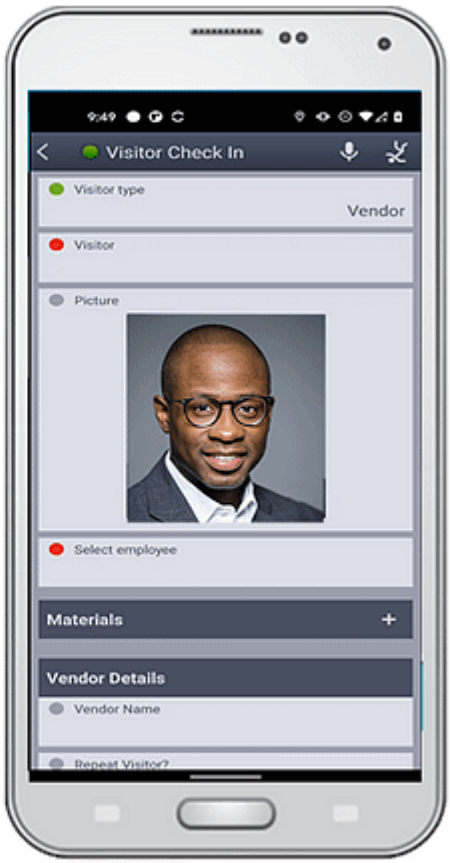
Strengthen the security of your facilities by preventing unauthorized access with our robust visitor management application. Mitigate visitor security risks by setting up visitor lists, approval processes, and even print visitor badges from a smartphone or a computer. Give your security guards more visibility can control over visitor management.

Easily create ad-hoc or recurring visitor lists and update in real-time to officers

Pre-register known visitors before they arrive on site for a smooth visitor experience

Access visitor logbooks and generate evacuation lists of non-employees in case of an emergency.





MOBILE PATROL –



Our Mobile Patrol Service serves as an effective and sustainable deterrent to crime at an excellent value. We offer security patrol by clearly marked and equipped L4 vehicles operated by professionals whose mettle has been tested by years of service as first responders, military personnel, distinguished security personnel or a combination thereof. L4 personnel are worthy of your implicit trust.

Furthermore, we are transparent and accountable to COE on a level that far surpasses a paper sheet full of times and check marks. Our units are GPS tracked and equipped with ***TRACKTIC*** reporting software that produces real-time and historical patrol and activity data. Our officer instantly routes incident reports (including time/date stamped photos) and other vital information to you or your designee for quick mitigation and facilitates the two-way flow of communication that you and we need to maximize your service.

L4 Security Group qualifications to perform scope of work:

Experience Counts: The L4 Leadership and training team has accrued over 100 years of combined experience in Law Enforcement, Fire Service and Military protecting and continuously learning to protect our critical infrastructure and the people who staff and rely upon it. Every member of our leadership and training team touch the development and management of this protective element for COE. In doing so, COE gains the culmination of a security cadre with the training, mentoring, experiences, resources, contacts and advantages that far surpass our competitions' abilities to produce the same while the citizens, our fellow Texans, will enjoy un-interrupted industrial commerce that's critical to our economic infrastructure. ***We get it.***

Proven Results: Since its inception, L4 Security Group has grown exponentially. L4 was founded in 2019 with a business model and philosophy that resonates with clients and employees alike. In that short time L4 has grown from it's founders (2) to over 230+ employees and a record of satisfactory service that sells itself. A list of our references is attached for your review and we invite your closest scrutiny of them. As a start, here is what our largest clients (armed) have to say:

We have 3,000+ employees across multiple locations. L4 security is a big part of our employee safety across our multiple facilities. They are more than a security service. They provide consultative oversight over our employees' safety and precaution measures. They provide excellent customer service when needs arise and are always available to ensure they provide us with what we need. This organization is involved at all levels within the organization to ensure your needs are met. They put together solid teams that work extremely well with our organization and for our needs.

L4 has assisted with new building safety measures, and ongoing security services and has built a great team for all needed security and safety services. I would highly recommend L4 Security Services to any organization looking to get the best in security, safety, and precaution services!

Vice President, Contact Center Operations | **TP Senture** | M 956-351-0335 | McAllen, TX, USA | roel.cruz@senture.com

Before L4, our guards were constantly complaining about the security company we had. They would complain about not getting paid on time, no communication from the off-site supervisor and just not feeling appreciated. From a personal standpoint, I never could get the previous security company to acknowledge me, much less act on the changes or action I needed taken.

When L4 took over, Buddy and John came to the site for a couple of days and continually asked questions on what we needed and how we could work together. They offered suggestions that made sense on how to make our site safer and the guards be more productive. When changes are needed there is an immediate response, not just a verbal response but also the action that needs to be done as well. It's nice to be able to tell them what you need done and not have to worry about it or stay on them to get it done. You know it will just get done. When I talk to our security guards, they tell me that this is the best company that has been on this site and that it's nice to have bosses that communicate and work with them. I would recommend L4 for any site

Facilities Supervisor Kevin Hillary – Serco NA – kevin.hillary@serco-na.com – Lawton, OK

EXHIBITS

Exhibit A

Leadership Team Experience

WHO IS L4 SECURITY GROUP?

L4 Security Group Owners / Operators

Buddy Blair- President/CEO

Serving and protecting others has been a way of life for Buddy Blair during his thirty-year-law-enforcement career. Buddy has served in various positions including command staff, investigative units, and as an undercover operative throughout the United States. His last twenty-three years were served as a Task Force Agent with the Federal Bureau of Investigation. His training credentials have been provided by the Department of Criminal Justice Training Academy, Federal Bureau of Investigation, U.S. Military, Homeland Security, and former SWAT operatives. He is trained and experienced in a variety of skills and techniques:



- investigations
- security detail
- narcoterrorism/VIP security
- certified master firearm instructor
- special operations/SWAT commander
- organized crime
- undercover drug trafficking organizations

John Blanton- Senior Vice President/COO

John Blanton brings over twenty-two years of law enforcement and arson investigative experience to the L4 team. During his law enforcement career, John served as a patrol unit and Special Operations/SWAT team member. He transferred to the Lexington Metro Fire Department as a firefighter/paramedic-- with the last ten years of his career serving as the Lieutenant in the Arson/Explosives Investigative Unit. He has extensive training and experience in criminal investigations, explosives, post blast, internal affairs, and homeland security. Specialized training includes:



- Nationally certified arson/explosives investigator
- Certified post blast investigator (FBI & ATF)
- Internal affairs investigator
- Basic SWAT school
- 400+ hours in Homeland Security techniques and critical response to terrorism-related events



Alex Chin – Director, Business Development – Valley Region

Alex Chin's background in security, client management, and site logistics provides him with a unique perspective when it comes to the safety and security of the client. During his extensive thirty-five-year career, including twenty-four in the Air Force Air National Guard, Alex gained diverse experience in multi-level security, managing and supervising site setups, client liaison, developing communication channels, logistics and operations, as well as being a dynamic team leader. His training and experience include:

- Anti-Terrorism
- Human Trafficking
- Water & Land Survival
- Chemical Warfare
- HazMat
- Security detail
- Active Shooter Training
- Certified Instructor First Aid/CPR
- Client Care & Support
- Information Protection
- Computer Systems Analysis

EXHBIT B

Certificate of Insurance

L4SECUR-02 KBURN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2024

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

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

PRODUCER	CONTACT NAME: Hershel Blanton
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (606) 864-5171 FAX (A/C, No): E-MAIL ADDRESS: HBlanton@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : StarStone Specialty Insurance Company	44776
INSURER B : Owners Insurance Company	32700
INSURER C : National Specialty Insurance Company	22608
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

L 4 Security & Consulting Group, LLC
715 N Main St
London, KY 40741-1221

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			WSGL002119	8/23/2024	8/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			5255161000	10/9/2023	10/9/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			WSGU000495	8/23/2024	8/23/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A9WC530555	4/12/2024	4/12/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Errors & Ommissions			WSGL002119	8/23/2024	8/23/2025		1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

EXHBIT “C”

Texas DPS Private Security License

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

L4 SECURITY & CONSULTING GROUP, LLC.

B10560201

Is Duly Licensed as

Security Contractor
Guard Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 11/30/2024

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Exhibit “D”

Price Schedule

L4 Security and Consulting Group LLC

Proposed Fee Schedule

L4 Security Group shall provide all management, training (including OJT), supervision, manpower, material, supplies, and equipment (expect as otherwise noted), and shall plan, schedule, coordinate, and assure effective performance of all services described herein in cooperation with the City of Edinburg management. The following rates include: Federal and State taxes (if applicable), unemployment, workers compensation and liability insurances, overtime, training, turnover costs, recruiting, criminal background checks, drug testing/screening, uniforms, personnel costs, as well as all other management and supervisory costs.

Unarmed Regular Guard Rate

Unarmed Security Officer – L4 & TXDPS Firearms Qualified – TX Level II

Regular Bill Rate: $19.47 (no employee will make less than $12.00/hr.)

Rate increase is to give guard raises and maintain current guards

Armed Regular Guard Rate

Unarmed Security Officer – L4 & TXDPS Firearms Qualified – TX Level III

Regular Bill Rate: $20.47 (no employee will make less than $13.00/hr.)

Rate increase is to give guard raises and maintain current guards

Mobile Patrol Rate

Regular Bill Rate: $1,200.00/month

Includes vehicle/maintenance/fuel etc.

SECURITY







PROFESSIONAL SECURITY FOR AMERICA'S PROFESSIONALS

L4SECUR-02 KBURN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/9/2024

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PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Hershel Blanton PHONE (A/C, No, Ext): (606) 864-5171 FAX (A/C, No): E-MAIL ADDRESS: HBlanton@acrisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : StarStone Specialty Insurance Company	44776
INSURED L 4 Security & Consulting Group, LLC 715 N Main St London, KY 40741-1221	INSURER B : Owners Insurance Company	32700
	INSURER C : National Specialty Insurance Company	22608
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			WSGL002119	8/23/2024	8/23/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			5255161000	10/9/2023	10/9/2024	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			WSGU000495	8/23/2024	8/23/2025	AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y	N/A		A9WC530555	4/12/2024	4/12/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Errors & Ommissions			WSGL002119	8/23/2024	8/23/2025		1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W. University Drive
Edinburg, TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 9-9-2024

Company/Vendor Name: LY Security Group

Printed Name and Title: John Blanton SVP/COO

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, JOHN BLANTON, the undersigned representative of LY SECURITY GROUP, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

JOHN BLANTON SVP/COO

TYPE/PRINT NAME AND TITLE:

9-9-2024

DATE:

SENATE BILL 13 VERIFICATION

I, John Blanton, the undersigned representative of LY Security Group, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

John Blanton Svp/COO

TYPE/PRINT NAME AND TITLE:

9-9-2024

DATE:

SENATE BILL 19 VERIFICATION

I, JOHN BLANTON, the undersigned representative of LY Security Group, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

JOHN BLANTON SVP/COO

TYPE/PRINT NAME AND TITLE:

9-9-2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

John Blanton, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of LY Sewing Group, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Sup / Co

Subscribed and sworn to me this 24th day of September 2024.

By: Ashley Hall

Notary Public

ASHLEY HALL
COMMISSION # KYNP49170
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
Exp. 04/19/2026

My commission expires

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1211278

Date Filed:
09/09/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
L4 Security Group
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-020
Professional security guard services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is JOHN BLANTON, and my date of birth is 3-10-76.

My address is 715 N. MAIN ST. (street), LENOIR (city), KY. (state), 40741 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in LOUISVILLE County, State of KY, on the 24th day of September (month), 2024 (year).

ASHLEY HALL NOTARY PUBLIC STATE AT LARGE, KENTUCKY COMMISSION # KYNP35710 Exp. 04/19/2026

Signature of authorized agent of contracting business entity
(Declarant)

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: N/A	N/A
5		
6		
7		

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, JOHN BLANTON, authorized representative for LY SECURITY GROUP
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☐ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $ 1,000,000.00

Automobile Liability: $ 1,000,000.00 General Liability: $ 2,000,000.00

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☑ Have already been met (see attached copy of insurance certificate).

Authorized Representative

9-11-2024
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, JOHN BLANTON, authorized representative for LY Security Group
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☐ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $ 1,000,000.00

Automobile Liability: $ 1,000,000.00 General Liability: $ 2,000,000.00

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☑ Have already been met (see attached copy of insurance certificate).

Authorized Representative

9-11-2024
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

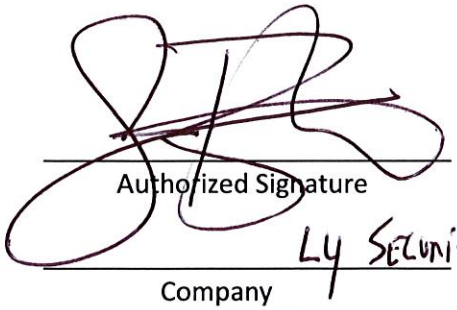
ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, LY Securing, possess all of the APPLICABLE:

1. Licenses: Texas Private Security License
2. Bonds: Certificate of Insurance
3. Certificates: _____
4. Permits: _____
5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

9-11-2024
Date

LY Securing
Company

204 E. Cano St.
Address

Edinburg, Tx. 78539
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: L4 SECURITY + CONSULTING GROUP
(full, correct legal name)
2. Address: 204 E. CANO ST., SUITE 111
EDINBURG, TX. 78539
3. Telephone/Fax: 844-855-7744

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

5. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

6. Where is the Company's corporate headquarters located? LONDON, KY.

7. a. Does the Company have an office located in Edinburg, Texas?
Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
1 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 50+

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?
Yes____ No____ N/A

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?
4 (years) ____(months) 4 YEARS IN HIDALGO COUNTY (PREVIOUSLY IN MCALLEN)

c. State the number of full-time employees at the Hidalgo County office. 50+

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: ALEX CHIN
Address: 204 E. CANO ST. SUITE 111, EDINBURG TX. 78539
Telephone: 951. 880-7343
Fax: _____
Email: CHINA @ L4 SECURITY GROUP. COM

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited? Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

13. Provide any other names under which your business has operated within the last 10 years.

N/A

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: L4 Security + Consulting Group

Company Address: 204 E. Cano St. Suite 111

City, State, Zip Code: Edinburg, TX. 78539

Historically Underutilized Business (State of Texas) Certification VID

Number: N/A

Telephone No. 844-855-7744 Fax No. _____

Email Blanton j@ L4 SecurityGroup. com

Print:

Name: John Blanton Signature: _____

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	JB
Additional Cost (Attachment II in RFP)	JB
RFP Evaluation Criteria (Attachment III in RFP)	JB
Insurance Requirements (Attachment VI in RFP)	JB
*Insurance Requirement Acknowledgement (Attachment V in RFP)	JB
*Project Requirements Acknowledgement (Attachment VI in RFP)	JB
*Litigation Disclosure (Attachment VII in RFP)	JB
General Questionnaire (Attachment VIII in RFP)	JB
*Signature Page (Attachment IX in RFP)	JB
Submittal Checklist (Attachment X in RFP)	JB
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[ARBER INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

Arber Inc. Response

CONTACT INFORMATION

Company:
Arber Inc.

Email:
ilozano@arberinc.com

Contact:
Ian Lozano

Address:
1716 S. San Marcos Suite 120
San Antonio, TX 78207

Phone:
(210) 736-6200

Website:
www.arberinc.com

Submission Date:
Sep 23, 2024 9:38 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Arber_RFP_2024-020.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

Arber,_Inc._COL.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_(2).pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Non_Collusion_Affidavit.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_II_-_Additional_...

Attachment_II_-_Additional_Cost_(1).pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Please download the below documents, complete, and upload.

- Attachment_IV_-_Insurance_R...

No response submitted

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_V_-_Insurance_Re...

Attachement_V_Insurance_Requirement_Acknowledgment.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
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Please download the below documents, complete, and upload.

- Attachment_VI_-_Project_Req...

Attachment_VI_project_requirments_acknowledgment.pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_VII_-_Litigation...

Attachment_VII_-_Litigation_Disclosure_Form.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_VIII_-_Security_...

Attachment_VIII_-_Security_Consultant_Qualifications_General_Questionnaire.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
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Please download the below documents, complete, and upload.

- Attachment_IX_-_Signature_P...

Attachment_IX_Signiture_page.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
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Please download the below documents, complete, and upload.

- Attachment_X._-_Submittal_C...

Attachment_X._-_Submittal_Checklist.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$20.55
2	Unarmed Guard	Per Hour	$18.00
3	Vehicle / ATV	Per Month	$705.00
4	*Other:___ Include in Attachment II ____	Per _____	$0.00

*** Designate Other additional cost either per Hour/Day/Month**

9-18-2027

The City of Edinburg
415 W. University Drive Edinburg, TX 78541
Ref: REQUEST FOR PROPOSAL 2024-011 PROFESSIONAL SECURITY GUARD SERVICES

Arber Inc., a well-established security services company headquartered in San Antonio, Texas, boasts over two decades of experience providing armed and unarmed security solutions to a diverse range of clients, including federal, state, and local government agencies, as well as private companies. Founded in 2000 and operating under various federal and state certifications, Arber Inc. has a proven track record of delivering exceptional security services.

Led by President Robert Lozano, a retired federal law enforcement officer with extensive experience in physical security, Arber Inc. offers three primary divisions: Security Officer Services (Armed, Unarmed), Security Systems, and Investigations. With a team of experienced personnel, Arber Inc. ensures the highest standards of service delivery.

Arber's operational plan prioritizes management oversight through dedicated roles such as the Contract Manager, who oversees daily operations, ensuring that the company meets the City of Edinburg's expectations consistently. Rigorous quality control measures, including detailed post orders, scheduled site inspections, and continuous personnel evaluations, are integral to maintaining high performance standards. Additionally, Arber takes pride in its structured communication framework, which facilitates seamless coordination with the city. Regular updates, incident reports, and ongoing consultations between Arber's team and city officials ensure that security operations remain aligned with Edinburg's evolving needs.

Arber's staffing structure is carefully organized. A Contract Manager is tasked with ensuring that daily operations meet the city's requirements, while site supervisors and security officers maintain high standards of service. Coordination between the corporate team, field personnel, and city officials ensures that any issues are addressed swiftly, and that all security services are delivered efficiently and effectively.

In summary, Arber Inc. stands ready to fulfill the security needs of Edinburg, offering a combination of experience, expertise, and a commitment to excellence in service delivery. With a robust operational plan, a focus on quality control, and a dedication to ongoing training and development, Arber Inc. is poised to provide the highest level of security services to safeguard the city's properties, employees, and customers.

Regards,

Ian Lozano
Vice President
ilozano@arberinc.com

ARBER INC. *Fire & Security*
1716 S. San Marcos Suite 120
San Antonio, Texas 78207
www.arberinc.com
210-736-6200
License: Security TX C-10525, Fire ACR-2127

Arber Inc.- Executive Summary

Understanding of the Project:
Arber Inc. will provide professional security guard services across various locations in Edinburg, Texas, including the Solid Waste Management, City Hall, Airport, Boys and Girls Club, and Dustin Michael Sekula Memorial Library. Security guards will be responsible for protecting persons and property, conducting roving patrols, responding to emergencies, and enforcing security protocols. Guards are trained in self-defense, detainment, firearm handling, and must comply with federal, state, and local security regulations. Arber ensures proper reporting with continuous logs, incident reports, and monthly summaries of daily activities.

Firm Qualifications and Staffing:
Arber Inc., founded in 2000, has extensive certifications, including SDVOB, HUB, and Texas Commission on Private Security licenses. Arber's leadership team consists of experienced professionals with backgrounds in security, law enforcement, and training. The firm employs a well-rounded team of security officers, managers, and technicians, supported by advanced communication tools and a timekeeping system that ensures accountability. Arber offers comprehensive security services, including fire and access control systems.

Experience:
With 24 years of security services experience, Arber has served federal, state, municipal, and private entities. Their relevant projects include providing security for Workforce Solutions RGV, the Department of Veterans Affairs, HHSC, and many more. These projects demonstrate Arber’s capacity to handle complex, multi-location contracts and provide consistent, high-quality service.

Quality of Service:
Arber’s approach is centered on a robust quality control plan, with tailored post orders and regular site inspections to ensure consistent service. Competitive wages help attract and retain qualified officers, while ongoing training keeps them well-prepared. Training includes orientation, quarterly videos, on-site refresher courses, and firearms proficiency for Level III officers. Arber ensures high standards through continuous employee development and competitive compensation.

Conclusion:

Arber Inc. is uniquely positioned to provide the City of Edinburg with reliable, professional, and comprehensive security services. With over two decades of experience and a proven track record across federal, state, and municipal sectors, Arber brings unparalleled expertise to this project. Our structured quality control plans, rigorous training programs, and commitment to competitive compensation ensure that our security personnel remain prepared, motivated, and effective in their roles.

By leveraging our extensive experience and industry certifications, Arber is confident in its ability to meet the city's security needs, maintaining safety and order across multiple locations while adapting to specific requirements and challenges. Our thorough understanding of security protocols, combined with a focus on employee retention and continuous improvement, will ensure that the City of Edinburg receives exceptional, consistent service tailored to its unique environment.

Ian Lozano
Vice President
Arber Inc.
1716 S San Marcos San Antonio TX 78207 STE 120
ilozano@arberinc.com
210-736-6200

4-5-2024

To: The City of Edinburg
Address: 415 W. University Drive Edinburg, TX 78541
RFP: REQUEST FOR PROPOSAL 2024-011 PROFESSIONAL SECURITY GUARD SERVICES

Ref: (C) Degree of Compliance

We affirm that all products and services quoted in this proposal are in full accordance with the specifications outlined. We have meticulously reviewed the requirements and can confirm our commitment to meeting or exceeding each specification provided.

Regards,

Ian Lozano
Vice President

A. Understanding of the Project

The scope of work involves providing professional security guard services across multiple locations in Edinburg, Texas, including Solid Waste Management, Edinburg City Hall, Edinburg Airport, Boys and Girls Club, and Dustin Michael Sekula Memorial Library.

Guards are required to perform duties such as protecting persons and property, providing roving patrols, responding to emergencies, and enforcing security protocols as outlined in the general post orders. They must be vigilant in observing all persons entering or leaving premises, apprehending unauthorized individuals, and promptly reporting any abnormal conditions or incidents to designated city officials. Guards are expected to demonstrate firm, tactful, and respectful behavior while facing various situations, including armed and unarmed attacks, and maintaining emotional stability during periods of tension and stress.

Arber must ensure compliance with appropriate Federal, State, and Local regulations governing security guard services in Texas, including laws related to training, certification, background checks, and conduct. Guards must undergo training in self-defense techniques, detainment procedures, firearm handling, and must possess a clean arrest and conviction record as per state regulations. Background checks must be conducted for all hired personnel to ensure eligibility for employment, in accordance with state and local laws.

Guards are required to maintain a continuous written log of all activities, including details of any incidents, emergencies, or security-related matters occurring during their shift. They must submit monthly written summaries of daily reports to the designated city official, covering all security-related matters and providing recommendations, if any, to improve the security program. Weekly sign-in sheets, indicating guards' names, assignments, and hours worked, must be furnished to the city designee. Guards should gather information pertaining to security deficiencies, incidents, unauthorized access, and any other relevant data necessary for ensuring the safety and security of the designated locations.

In order for Arber exceed the requirements of the Scope of work, we will rely on our extensive experience in executing contracts akin to the one outlined in this RFP. Our track record includes successful engagements with TXDOT in Galveston, where we deployed a team of 5 security officers to provide round-the-clock coverage at a single location. Additionally, we have delivered security guard services to private schools and are presently serving Workforce Solutions in the RGV at five distinct sites. These diverse contracts have afforded us invaluable experience, equipping us with the requisite skills and expertise essential for fulfilling the requirements of this RFP. For further insight into our capabilities, we have provided a comprehensive list of current and past projects, accompanied by certifications, registrations, and other pertinent details that underscore Arber's qualifications to effectively execute this contract.

To have adequate staffing for this project Arber in be offering a competitive wage for armed and unarmed officers for this project. With the knowledge we have gained in the past we know that a competitive wage incentives good employees, reducing call-offs, no-shows, and turnover. If a day does occur when one of those may happen we have an adequate number of on call employees in the RGV.

B. Firm's qualifications, Personnel and Staffing

- ASEZ, Inc. was founded in October 2000 and began doing business as Sterling Security in January 2002. In February 2012 we changed the parent company to Arber Inc. and eliminated the use of our dba.
- Federal Certifications, SDVOB Small Disadvantaged Business, Service Disabled Veteran and Viet Nam Era Disabled Veteran owned corporation, Graduate SBA (8A) Program, Vets 100
- *South Central Texas Regional Certification Agency as a Small/Disadvantaged/Minority Business Enterprise (S/D/MBE), #211119323*
- *State of Texas as a Historically Underutilized Business (HUB), #1742976292900*
- *Texas Commission on Private Security (License #C-10525) concerning Investigations/Security Officer Company, Alarm Systems Company, Armored Car Company and Courier Company,*
- *Texas Department of Insurance (ACR2127) Fire Alarm Company*
- *Texas Department of Public Safety; "Sterling International Academy" (F01044) Level III and IV Training School*

Qualifications of key personnel

Mr. Robert M. Lozano, *President & Chief Executive,*

-Level II/III non-Commissioned/
Commissioned
-Anti-Terrorists Trained (USMS) – June
1998 - - Bachelor of Science in Psychology
(Industrial)The University of Texas,
Austin, TX May 1979
-Associates of Art San Antonio College, San Antonio, TX May
1976 - Dale Carnegie – San Antonio, TX - July 87
-United States Air Force – June 1974
- Vietnam Era Disabled Veteran

Mr. Victor Canales*, Director of Security, Contract Manager (CM) – San Antonio, Austin*

-Bachelor of Science in Business
Management - Occupational Instructor
-AA Criminal Justice
-Department of Defense Law Enforcement
Academy
- Technical Training Instructor
-Awarded Master Instructor
Designation
- Technical Training Instructor
Supervisor
- State of Texas Level III Instructor
-State of Texas Private Investigator
-State of Texas Non –Commissioned Officer

Mr. Adrian Pena, *SO Services – Quality Control (QC) Inspector – Brownsville, McAllen*

-Baton and Pepper Spray Certification
-Red Cross AED/ CPR/ First Aid Instructor
-Level II/III/IV

Mr. Robert Ordoñez, *SO Services – Victoria, Corpus Christi & Galveston Branch Manager*

-TDPS – Security Sales (333245) – April 2010
-TDPS – Branch Office Manager (333245) – March 2005
- Fire Arms Instructor (333245) – February 2003
-Commissioned Security Officer – Texas Commission on Private Security (333245) – June 1987
-Victoria Police Academy Basic Reserve Course – April 1985

C. Describe SECURITY SERVICE CONSULTANT's resources, including total number of employees

Arber's Size

Arber inc. is a full service company offering security officer services along with Security, Fire, CCTV, and Access control Systems services. Currently Arber Employs 1 full time alarm technician and 1 on call, 36 full time security officers, 2 administrators, and 3 Security officer managers. Arber grows to meet contract demands with hiring the required security officers, dedicated managers, or offices per the SOW of the individual contracts. Currently Arber utilizes one office in San Antonio.

Resources Utilized

One of the most important pieces of equipment a Security officer could carry is their cell phone. Cell phones are essential tools for security officers, offering crucial communication, documentation, and access to information resources. They enable real-time contact for reporting incidents and requesting assistance, while also providing documentation through photos and videos. With GPS capabilities, officers can pinpoint locations accurately for navigation and emergency response. Overall, cell phones significantly contribute to the effectiveness, efficiency, and safety of security operations.

In order to facilitate ease of time keeping of all the employees, Arber utilizes a mobile application for accurate and convenient timekeeping. All employees using our app must be within a specified GPS field located directly over each facility in order to properly register a clock-in or out to verify that the officer is on the premises. The app will block any prevent false entries. Time entries are sent in real time to a reporting system that allows us to verify and edit entries as needed at our home office.

Since most of the officers' location are remote from the office, Arber utilizes an online portal for our employees. On the Portal we offer quarterly online training videos covering different topics that relate to daily duties and responsibilities. More info on training can be found in the "Quality of Service section".

B. Experience

*a. Provide the following information for **Arber Inc.** and SUB-SECURITY SERVICE CONSULTANTs Quality Assurance documentation.*

Arber will not be subcontracting any portion of this project.

b. Number of years experience providing Security Services.

Arber Inc. has been providing security services for 24 years. Throughout its many years in business has provided security for all types of entities Federal, State, municipalities, and private entities. With our many years in business Arber has been able to accumulate relevant experience with projects of similar size and scope that closely resemble the scope/service the city is requesting. Below are basic descriptions of past and current projects. Attached in the appendix has other relevant information of the projects such as date services provided and name, titles, and telephone numbers of each client or client's representative.

c. Relevant experience with project of similar size

Arber currently provides unarmed security officers to patrol at the **Workforce Solutions RGV** in McAllen, Edinburg, Rio Grande City, Mission and Weslaco Texas. The Security Guards monitor the interior and exterior of the facilities for suspicious activity and unruly people. Officer provide a presence in the lobby and resources area. Officers escort staff upon request to their vehicles for safety. Arber manages approximately 17,500 hours per year for this contract, overseeing multiple locations and supervising the project efficiently. This workload underscores Arber's capacity to handle complex projects and ensure operational effectiveness across diverse sites.

Point of Contact name and title: Robert Barbosa Contract Manager
Address: 3101 W. Business 83, McAllen Texas 78501
Phone: 956-928-5000
Email address: robertb@wfsolitions.org
Effective date of Contract: 2020

Department of Veteran Administration: Description of Services provided: Unarmed Guard Services Provide Unarmed security officers at 2 facilities, Midtown Travis Complex and the McGovern. The scope of the project included provide foot patrol, protect personnel, veterans, property, and patrons. Also provide vehicle and pedestrian's entry control onto the property. Remove trespassers and alert authorities of issues. The Security officers were trained in self-defense and the use of pepper spray.

Point of Contact name and title: Timothy Conger COTR
Address: 2002 Holcombe Blvd. Houston Texas 77030
Phone: 713-794-7106
Email address: timothy.conger@va.gov
Effective date of Contract: July 2017

United States Dept. of Transportation (USDOT): Description of Services provided: Provide entry control at two locations 27/7 on either side of the river onto USDOT property. The security officers made hourly rounds on around property inspecting fence, doors, windows, and check for trespassers. With the sensitivity of the area Security officers had to alert law enforcement of any suspicious behavior immediately. The officers were also responsible for administering annual training videos to all employees, and contractors before being allowed onto the property. Throughout the duration of this project, Arber successfully employed a sufficient number of personnel to fulfill all 23,000 annual hours required, ensuring continuous coverage without any gaps. This achievement highlights Arber's commitment to reliability and its capability to meet the project's staffing demands effectively.

Contact name and Title: Sharon Duhon, Contract Manager (COTR)
Address: 2600 Amoco Road and 5320 Church House Road, Beaumont and Orange Texas
Phone: 409-722-3433
Email address: Sharon.duhon@dot.gov
Effective date of Contract: March 2018

d. Specific experience with public entity clients, especially large municipalities. If Arber Inc. has provided services to the CITY in the past, identify the name of the project and the department for which services were provided.

Arber has not provided services to the CITY in the past.

e. If security service consultant is submitting as a team or joint venture

Arber will not be performing this contract as a joint venture.

I. Provide resumes for key personnel to be involved in this project.

ROBERT LOZANO
President / Contract Manager

Office: 210.736.6200
Fax: 210.231.0301
Email: corporate@arberinc.com
1716 S. San Marcos, Ste 120
San Antonio, TX 78207

PROFESSIONAL
ADMINISTRATIVE & MANAGEMENT / TECHNICAL / SALES

Administrative and management expert with forty-four years of experience maximizing protective and security rights, as well as consulting on security and fire alarms systems integration within highly sensitive environments.
Possess a Unique combination of knowledge of corporate management and information technology; expertise in providing technical management and administrative support.
Mr. Lozano maintains a comprehensive product and service knowledge. Familiarity with various cultures and personalities, and possess ability to quickly map out client needs and recommend appropriate solutions.
Mr. Lozano has a confident, articulate, professional speaking ability in English or Spanish.
Combining total awareness, observation, and mental toughness identifying potentially unsafe conditions to clients ensuring complete customer satisfaction and peace of mind.

EXPERIENCE

Arber, Inc. – President & CEO **2000 to Present**
San Antonio, TX
Develops and maintains the vision of the company. Mr. Lozano oversees marketing and sales, services development, production and finance, customer service, etc. He approves all financial obligations and seeks business opportunities and strategic alliances with other companies and organizations. Plans, develops, and establishes policies and objectives of business organization in accordance with board directives and company charter. Directs and coordinates financial programs to provide funding for new or continuing operations in order to maximize return on investments, and increase productivity.

- Develop, implement and manage marketing and strategic plans.
- Provide consulting services in the planning, design, and implementation of all security systems services.
- Develop contract documents and provide security assessment and survey support throughout the design phase of the security systems installed.
- Provide contract administration and management support throughout installation of products, performing installation inspections, and performing final acceptances/testing of all products.
- Establish relations with clients successfully soliciting contracts for services on a repetitive yearly basis.
- By providing excellent service and follow-up, generate a high number of awards for management personnel.
- Regarded as consultant systems expert for design and installation troubleshooting of the security systems enhancements.

- Responsible for all oversight of construction division from project start to completion. Review and approve all construction documents, change orders and related documents.
- Conduct all internal construction meeting with companies project managers.
- Oversee all company divisions, security, fire, construction, training, corporate and field offices.

United States Marshals Service (USMS) – Supervisor 1980 to 1999
San Antonio and El Paso, TX; St. Louis, MO; San Bruno, CA; San Juan, Puerto Rico

Supervised the planning, design, inspection, and monitoring of Court Security Officers (CSO) and Court & Judicial Facilities Security Systems in over twenty-two (22) United States and Federal Government Facilities in the Western District of Texas. The court security systems management also included CCTV systems and monitoring, access control (card reader, badging, gated access, etc.) functional checks, biometric and fingerprinting systems and inspection, and training of technical manuals on hardware and software components installed. Responsibilities included Planning, such as preliminary bid document preparation and budgetary consideration, Contract Procurement, such as specification development, conducting pre-bid and pre-installation conferences and issuing Notice-to-Proceed, CSO Oversight, such as performing on-going guard service inspections, and Site Security acceptance and testing, and conducting maintenance inspections and surveys assuring operations readiness and safety. Possessed Top Secret Clearance and performed on highly sensitive and classified programs.

- Conducted on-site security surveys and assessments providing recommendations and solutions within Federal Vulnerability Assessment Standards (FVAS) and minimum federal security standards.
- Conducted investigations into assets from criminal medical fraud cases to civil student loan education cases.
- Supervised sensitive security details throughout the US for the Witness Protection Program to include peripheral security assessments and existing security systems evaluation.
- Trained in identifying and implementing resolutions from potential terrorist activities and workplace hazards.
- Designed and Conduct training programs for USMS Officers for identifying internal and external security assessments to include potential threats from fire, chemical, radiological and biological agents.
- Served as agency liaison with Federal law enforcement agencies, such as FBI, FPS and Secret Service and local law enforcement such as San Antonio Police Department and Bexar County Sheriff's Department.

EDUCATION AND TRAINING

Owner – ASEZ Inc. - 2000
- Sterling International Academy
- Arber Inc. - 2012

Anti-Terrorists Trained (USMS) – June 1998
Bachelor of Science in Psychology (Industrial)
The University of Texas, Austin, TX May 1979

Associates of Art San Antonio College, San Antonio, TX May 1976
Dale Carnegie – San Antonio, TX - July 1987
United States Air Force – June 1974
Vietnam Era Disabled Veteran

Victor D Canales
Assistant Operations Manager / Supervisor
Office: 210-736-6200 1716 S, San Marcos Suite 120
Fax: 210-231-0301 Email: corporate@arberinc.com San Antonio, Texas 78207

PROFESSIONAL ADMINISTRATIVE & MANAGEMENT

- General Manager, Security Manager, Site Supervisor and Security Forces.
- Security Officer Expert with twenty seven years of Law Enforcement and Security Officer Experience maximizing revenues while maintaining excellent quality service.
- Comprehensive provision of Security Officer services knowledge.
- Confident, articulate and professional speaking ability.
- Combining excellent quality administrative skills identifying potential breaches of security conditions, mapping out, implementing and maintaining a resolution strategy.
- Comprehensive knowledge on Government entities.

EXPERIENCE

Arber – Director of Security 2010
San Antonio, TX
Manage the administrative and technical areas of the corporate office of a statewide security enhancement and security guard services contracting company. Based on ability to forecast and track Security Officer Activities and effectively coordinate, schedule and manage the administrative and financial aspects of each security officer service on a local basis. Develop project milestone forecast, manage assets and prepare security officer services estimates and contract agreements.

- Develop, implement and manage Arber branch strategic plans.
- Provide administrative and technical consulting services in the planning, design, and implementation of all security officer services.
- Analyze and review contract documents and provide support throughout the planning and implementation phase of security officer services provided.
- Provide contract administration and technical support throughout provision of security officer services.
- Establish relations with various clients successfully administering and project tracking contracts for security officer services on a repetitive yearly basis.
- By providing excellent service and follow up, generate a high number of repeat customers. Regarding as branch office security officer expert for the planning, design and implementation of security officer services provided.

WSA Security Inc. – Field Operations Manager 2009
San Antonio, TX
Managed the Security officers, their post and meet the customer's requirements by ensuring that all officers were properly trained and understood the employment.

- Investigated reports against the company
- Texas Regional Safety trainer

- Created operating instructions
- Ensured that a strict adherence to company's policies and procedures were followed and improved the companies' image and improved the performance of the workforce
- Initiated training protocols which improved the job knowledge and skill level
- Acquired new contracts which increased the billable hours from 400 to 800 per week
- Motivated the officers by holding them accountable for their actions and letting them take ownership of assigned posts
- Planned, developed and implemented the regions first award and recognition program which boosted morale and motivated the employees to take pride in their work

Triple "J" Investigations/ A Templar Investigation –Operations Manager, Security Manager Lead Investigator 2001-2007
San Antonio, Texas

Managed the Security officers, their post and meet the customer's requirements by ensuring that all officers were properly trained and understood the employment.

- Performed all hiring and terminating of security personnel
- Constructed bid proposals and contracts, attending pre bid meeting and bid proposal openings
- Trained non-commissioned security officers for the commissioned officer positions and loss prevention for the company's retail accounts
- Conducted criminal investigations on murder, assault and theft cases as a court appointed investigator
- Conducted video surveillance
- Performed investigation and security service sales producing an increase in revenue through innovative marketing approach

United States Air Force (Retired) – Law Enforcement Canine Specialist, Installation Security Forces Specialist, DOD Technical Training Master Instructor

- Program Manager – Directed and Managed Installation Canine resources for Canine Support missions nationally and abroad. First to have all canine resources trained and certified for this installation
- Installation Law Enforcement Flight Chief, comparable to a Shift Sgt. for City Police Department
- High Degree of integrity, honesty, trustworthiness, loyalty and dependability
- Responsible for the protection of United States resources worth billions of dollars
- Trusted leadership qualities – promoted before peers and always placed in leadership positions
- Accepts responsibility and accountability – Team Leader, Flight Leader, Squad Leader, Fire Team Leader, Program Manager, Training NCO
- Senior Patrolman – Training NCO, all assigned troops were motivated and prepared
- Police Canine Patrolman – Numerous arrests and drug finds made during tenure
- Explosive Detector Dog Handler/Trainer - Performed Secret Service Support missions for President, Vice President and Heads of State
- Tried and tested two desert tours of duty for Operation Enduring Freedom (Kennel Master) and Operations Iraqi Freedom (NCOIC of Entry Control) Performed duties as

Non-Commissioned Security Officer in charge (NCOIC) - Returned with all assigned personnel safe and sound

- Improved personnel readiness, improved work areas assigned making them safe and functional
- Consistently exceeded the contributions of his management predecessors, leaving assigned areas of responsibility renovated, safe and ready for replacement units
- Received several commendations for accomplishments on all tours of duty

EDUCATION AND TRAINING

Bachelor of Science in Business Management
Occupational Instructor
AA Criminal Justice
Department of Defense Law Enforcement Academy
Technical Training Instructor
Awarded Master Instructor Designation
Technical Training Instructor Supervisor
State of Texas Level III Instructor
State of Texas Private Investigator
State of Texas Non –Commissioned Officer

Adrian E. Peňa
Operations Manager

Office: 210-736-6200 1716 San Marcos Suite 120
Fax: 210-231-0301 Email: corporate@arberinc.com San Antonio, Texas 78207

PROFESSIONAL

MANAGEMENT

- Site Supervisor
- Sixteen years of Security Officer Experience.
- Unique combination of knowledge of specific security sites, conducting administration and management expertise in providing technical management and administrative support.
- Confident, articulate and professional speaking ability.
- Combining excellent quality administrative skills identifying potentially breach of security conditions, mapping out, implementing and maintaining a resolution strategy.
- Comprehensive knowledge of Texas Government entities.

EXPERIENCE

Arber Inc. – Site Supervisor **2015 to Present**
San Antonio, TX

Manage the administrative and technical areas of specific security contracts. Knowledge with the ability to forecast and track Security Officer Activities and effectively coordinate, schedule and manage the administrative functions.

- Responsible for specific security contract post
- Ensures the protection of the customer, customer's investments, enforce laws on the property and deter criminal activity
- Write comprehensive report, outlining their observations and activities
- As a site supervisor he always ensures that all targets and goals are meet
- Interview, and hires personnel for positions of armed and unarmed security officers
- Maintains and produces weekly schedules
- Meets with customers to define their requirements
- Writes daily post orders for officer to follow while on duty

RGV Private Investigations – Lead Private Investigator **2004-2010**
Harlingen, TX

- Conduct private investigations
- Assist in private investigation photography and video surveillance

Sterling Security – Shift Leader **2007-2008**

Managed and schedules corporate security officer employees for various customer projects located within the San Antonio and South Texas area. Performed initial interview for hiring of new security officer personnel.

- Performed scheduling and supervision of security officer personnel.

- Perform as Commissioned Security officer protecting personnel, patron and property for various locations
- Establish relations with various clients enabling the company to successfully extend existing contracts for security officer services on a repetitive yearly basis.

EDUCATION AND TRAINING

Roswell New Mexico Job Corps
Baton and Pepper Spray Certification / Firearm Training

ROBERT ORDONEZ
Branch Manager/ Fire Arms Instructor

Office: 361-575-7600 1501 Mockingbird LP Suite 276
Fax: 361-575-7602 Email: corporate@arberinc.com Victoria, Texas 77904

PROFESSIONAL

ADMINISTRATIVE & MANAGEMENT / SALES

- Security Manager, Site Supervisor and Security Police.
- Security Officer expert with thirty seven years of Security Officer maintaining excellent quality service.
- Unique combination of knowledge of branch office administration and management expertise in providing technical management and administrative support.
- Combining excellent quality administrative skills identifying potentially breach of security conditions, mapping out, implementing and maintaining a resolution strategy.

EXPERIENCE

Arber **2004 to Present**

Manage the administrative and technical areas of a branch office of a statewide security systems enhancement and security guard services contracting company. Based on ability to forecast and track Security Officer activities and effectively coordinate, schedule and manage the administrative aspects of each security officer service on a local basis.

- Develop, implement and manage Arber branch strategic plans.
- Provide administrative and technical consulting services in the planning, design, and implementation of all security officer services.
- Analyze and review contract documents and provide support throughout the planning and implementation phase of security officer services provided.
- Provide contract administration and technical support throughout provision of security officer services.
- Establish relations with various clients successfully administering and project tracking contracts for security officer services on a repetitive yearly basis.
- By providing excellent service and follow up, generate a high number of repeat customers.
- Regarding as branch office security officer expert for the planning, design and implementation of security officer services provided.

Fire Star Security Inc. – Supervisor **1996 to 2003**

Managed and schedules corporate security officer employees for various customer projects located within the Victoria-Corpus Christi and South Texas area. Responsible for the hiring, scheduling and supervise security officers, administrative staff and technical support staff. Dealt with corporate management reference corporate guidelines and procedures.

- Performed initial interview for hiring of new security officer personnel.
- Conducted investigations into new and existing security officer personnel to include background checks and Texas commission on private security reference information.
- Performed scheduling and supervision of security officer personnel.

Crossroads Security – Commissioned (Armed) Security Officer 1987 to 1996
Victoria, TX

Perform as Commissioned Security officer protecting personnel, patron and property for various customers. Provided post, foot and vehicle patrol security officer services protecting assets and property.

- Assist local Police Department and County Sheriff's office concerning incidents involving customers' personnel, patron and property.
- Provide contract technical support throughout provision of security officer services.
- Establish relations with various clients enabling the company to successfully extend existing contracts for security officer services on a repetitive yearly basis.

EDUCATION AND TRAINING

TDPS – Security Sales (333245) – April 2010
TDPS – Branch Office Manager (333245) – March 2005
Fire Arms Instructor (333245) – February 2003
Commissioned Security Officer – Texas Commission on Private Security (333245) – June 1987
Victoria Police Academy Basic Reserve Course – April 1985

C. Previous Project Performance:

a. Provide evidence of satisfactory performance on past projects:

See section B: Experience. Subsection C ABOVE

b. List past assignments over the past five (5) years

See section B: Experience. Subsection C ABOVE

c. Provide copies of outstanding service letters, letters of commendation, service awards, etc.

See attached (END of Proposal)

*d. Provide three recent references who may be contacted concerning **Arber's** performance of similar Services.*

Continued on next page

References- RFP 2024-020 Professional Security Guard Services

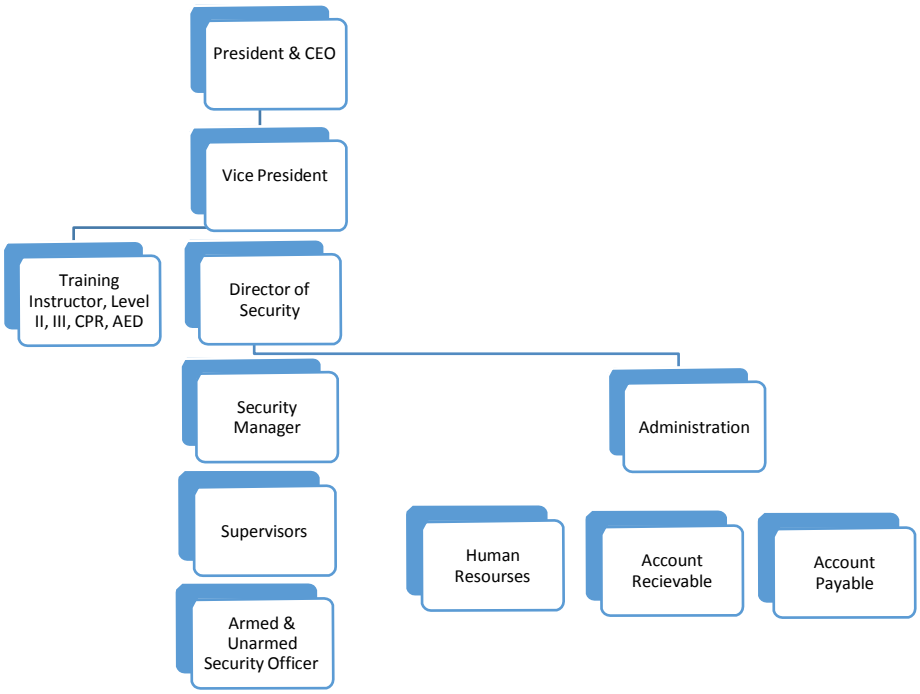
Reference 1
Business/ Agency Name: Workforce Solutions
Dates of Service: 2020-Ongoing
Address: 3101 W. Business 83, McAllen Texas 78501
Point of Contact (POC) Name: Robert Barbosa
POC Phone Number: (956)928-5000
POC Email: robertb@wfsolutions.org

Reference 2
Business/ Agency Name: HHSC Region 5
Dates of Service: September 2023- Ongoing
Address: 1210 S. Chestnut st. Lufkin, Texas 75901
Point of Contact (POC) Name: Amanda Frazier
POC Phone Number: (409)550-7598
POC Email: Amanda.frazier@hhs.texas.gov

Reference 3
Business/ Agency Name: USDOT-Division of gulf operations
Dates of Service: March 2018-March 2023
Address: 2600 Amoco rd, Beaumont Texas 77705
Point of Contact (POC) Name: Sharon Duhon
POC Phone Number: (409)722-3433
POC Email: Sharon.duhon@dot.gov

e. Provide an organizational chart

Organization Chart



*f. Arber has **NO** experience working as a member of a joint venture or team.*

g. If submitting as a team or joint venture, list any projects which reflect the cooperative efforts of the proposed team.

N/A

D. Quality of Service:

a. Arber's approach to developing the tasks and deliverables for the services requested by this RFP

Arber Inc. approaches the Scope of Work (SOW) provided by the CITY with a proven strategy honed through successful completion of numerous projects. Central to our methodology is the meticulous implementation of our quality control plan, ensuring adherence to standards and swift resolution of any deficiencies. Specific post orders will be assigned to each location, guaranteeing clarity and consistency in security operations.

Regular inspections of security officers will be conducted to identify and address any shortcomings promptly. We prioritize proactive training initiatives, leveraging insights from inspections to tailor training programs that enhance performance and address evolving needs effectively.

Key to our approach is our commitment to offering competitive wages. By attracting and retaining qualified security officers, we ensure the continuity of exemplary service delivery. Arber's approach is grounded in experience, efficiency, and a dedication to exceeding expectations at every turn.

Quality Control

Recognizing that top driven performance is needed to enhance the quality of your program and maintain standards across our business, ARBER Inc. has developed a Quality Control (QC) Plan that provides oversight, ease of reporting, coaching and training on an ongoing basis. This is predicated upon key leaders receiving accurate and timely information from the field lead supervisor, which can be evaluated for actionable items. The robust QC Plan is required to maintain standards through inspection, effective scheduling, coaching and training as directed by key leaders, as well as the structure built into our operations plan.

Post Orders

Ensuring the consistent performance of post order duties is fundamental to our quality program. Our operations management team collaborates with you to craft precise post orders for security officers, encompassing regular duties and specific emergency procedures for unusual or serious conditions. These orders undergo a joint review and approval process before assignment implementation.

The leadership team use post orders for on-the-job and continuous training, verifying site-specific knowledge during inspections. We establish an on-the-job training checklist program based on the post orders, allowing us to monitor and take corrective action if needed.

Site Inspections

Regular inspections are a key component of our QC Plan. To provide the City of Edinburg with comprehensive oversight, Arber intends to employ 1 Lead supervisor dedicated to this project. This ensures Arber identifies performance gaps and develop detailed action plans to address deficiencies. These inspections are in addition to daily security reports, incident reports, and other reports/inspections required by the CITY.

Personnel

Our foremost principle revolves around the recognition that our most valuable asset is **our people**. This necessitates the implementation of a structured process for evaluating and cultivating talent within our workforce, ensuring that they are equipped with the necessary tools to excel in their roles. Our commitment to fostering a positive working environment is exemplified through our competitive pay structure, aimed at attracting and retaining top-tier talent. We recognize that offering competitive compensation is pivotal in acknowledging the dedication and contributions of our employees, fostering job satisfaction, reducing turn-over, and promoting a culture of excellence.

b. Arber's Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract

There are no concurrent or near future commitment that would impede Arber from performing this contract.

c. Arber's policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.)

At Arber Inc., we prioritize the continual education and professional development of our Security Officer (SO) personnel and backup support force. Our comprehensive training program, outlined below, is designed to meet and exceed industry standards, ensuring the highest level of competence and preparedness. Security officer training records will be held by Arber and submitted to the Contract Manager upon request or as specified in the contract's statement of work. It is developed, implemented, and maintained in strict adherence to the scope of work, The City's Security Officer Services solicitation standards, and all relevant State and Federal Guidelines.

Arber's training components

1. Initial Training:

• Coordinated initial training includes Orientation with a facility tour, understanding the purpose and activity of the facility, and learning Policy and Procedures including Post Orders, Details, and Security protocols. During the initial training the security officers will receive training on effective search techniques, facility layout, public relations, report writing, Arber's expectations, rules and regulations, and code of conduct while integrating the Edinburg's requirements. All guards will be expected to comply with all relevant post orders and instructions.

2. Basic Videos:

• Through the duration of the contract Arber will issue quarterly video trainings for security officers that contain an exam at the end of each lesson that must be passed to ensure that information is being retained. These trainings are saved in a security officer's file and are logged along other topics that each security officer has covered. Trainings can be tailored to post orders or the CITY's requirements. Examples of training topics include sexual harassment, public relations, de-escalation tactics, conflict resolution, reporting writing, patrolling, and security officer best practices.

3. "On-Site" initial and Refresher Training:

- Encompasses an On-Site training on topics outlined in The City's Standards. The topics of the training are tailored specifically to the individual officer and facility. Arber uses the findings of the site inspections as outlined in the quality control plan above to reveal any need for retraining or reinforcement to ensure that all security officers understand their objectives.

4. Uniforms and Equipment:

- Arber and the CITY understand the importance of public appearance. That is why we emphasizes proper wear and appearance of uniforms, handling inclement weather apparel. Appearance of a security officer is key when wanting to promote an image of professionalism and presence.
- When it comes to equipment, Arber trains the officers so they have a thorough understanding with security systems, surveillance, magnetometers, x-ray machines, metal detectors, and other identified systems.

5. Gun Range Training:

- Gun range training is mandatory for officers holding a level III Commission, including annual qualification, requalification, and gun safety training. Arber expedites this training through its dedicated academy to ensure timely compliance and proficiency among its personnel.

6. Replacement Employee Training:

- Arber will take a proactive approach before the need for replacements; Arber will swiftly integrate new personnel into the existing workforce while maintaining our high standards. The key components of the plan include:
    - Proper prescreening and prompt scheduling of untrained officers.
    - Immediate initiation of training to meet government and contractual requirements.
    - Continuous monitoring of performance during the initial period of assignment.

Program Management, Supervision & Staffing Level

The designated Contract Manager will serve as a direct liaison between Arber Inc.'s Principals & Executives and the CITY'S Contract Administrator. Responsible for overall management and coordination of the Security Guard Services Contract, the contract manager oversees daily operations, on-site support employees, and coordinates security controls within the project site. Tasks include planning, developing guidelines for personnel assessment, and creating a critical path schedule. Working under the CITY'S, the Director of Security contributes to policy development, administrative and technical program management, and quality control. The QCM conducts on-site assessments, ensuring excellence in quality control systems and facilitating the exchange of information within the CITY'S Security Guard Services Contract. Additionally, the inclusion of competitive pay practices serves as a key component of our philosophy, attracting and retaining top talent and fostering a motivated and dedicated workforce. This commitment to competitive compensation aligns with our belief that investing in our employees ultimately contributes to the success and quality of our services.

Conclusion: Our belief in maintaining continual education as a preventive measure against incidents drives our commitment to improving the quality of our officers. The Arber Inc. Security Officer Training Program stands as a testament to our dedication to operational excellence and the safety of our clients and their communities.

d. Has Arber ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or dismissed, the client's name, and the contact person's phone number.

No, Arber has **never** had any contract terminated or was dismissed due to alleged unsatisfactory performance.

c. *Required Certifications and Submittal*

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Certifications and Licenses on following pages

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

STERLING INTERNATIONAL ACADEMY

F01044

Is Duly Licensed as

Training School
Level 4 Training School
Level 3 Training School

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 10/31/2024

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

ARBER

C10525

Is Duly Licensed as

Investigations / Security Contractor
Guard Company
Private Investigation Company
Alarm Company
Armored Car Company
Courier Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 05/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

South Central Texas Regional Certification Agency of Bexar County, Texas hereby duly affirms that:

Arber Inc.

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be certified as a

*DIBE HABE MBE SBE VBE

Certified NAICS Codes

NAICS 561612: PROPERTY PROTECTION SERVICES (EXCEPT ARMORED CAR, SECURITY SYSTEMS)
NAICS 561612: PROTECTION SERVICES (EXCEPT ARMORED CAR, SECURITY SYSTEMS), PERSONAL OR PROPERTY
NAICS 561612: SECURITY GUARDS AND PATROL SERVICES
NAICS 561621: ALARM SYSTEMS SALES COMBINED WITH INSTALLATION, REPAIR, OR MONITORING SERVICES
NAICS 561621: FIRE ALARM SALES COMBINED WITH INSTALLATION, REPAIR, OR MONITORING SERVICES
1: SECURITY ALARM SYSTEMS SALES COMBINED WITH INSTALLATION, REPAIR, OR MONITORING SERVICES
NAICS 561621: SECURITY SYSTEMS SERVICES (EXCEPT LOCKSMITHS)

SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Certification Number: 223039323
Effective Date: March 7, 2023
Expiration Date: March 7, 2025

Sandra Ramos
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

U.S. Small Business Administration

202-205-8800 | sba.gov
409 3rd St, SW. Washington DC 20416

April 17, 2024

ARBER INC
SAM UEI: ZBGNLSZYGW36
1716 S SAN MARCOS
STE 120
SAN ANTONIO, TX 78207

Veteran: Robert Lozano

Dear ARBER INC:

I am writing to inform you that ARBER INC has been recertified by the Veteran Small Business Certification (VetCert) Program at SBA. Your certification confirms your continued eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

What you need to know:

- ARBER INC is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at veterans.certify.sba.gov.
- Your recertification is valid for three (3) years from the date of your prior expiration.
- You may visit SBA's website to download SBA-approved digital icons that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans.certify.sba.gov. Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm ARBER INC continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

John B. Perkins

John B. Perkins
Director Veteran Small Business Certification Program

All SBA programs and services are extended to the public on a nondiscriminatory basis.

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1742976292900**
File/Vendor Number:	**009719**
Approval Date:	**25-MAR-2021**
Scheduled Expiration Date:	**25-MAR-2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

ARBER INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 26-MAR-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/19

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2024

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

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

PRODUCER
GBMB Insurance Agency LLC
P. O. Box 790828
San Antonio TX 78279

CONTACT NAME: Elaine Tope
PHONE (A/C, No, Ext): 210-366-5094 **FAX (A/C, No):** 210-366-9549
E-MAIL ADDRESS: elainet@gbmbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Insurance Co	22730
INSURER B : State Auto Mutual Insurance Co	25135
INSURER C : Texas Mutual Insurance Co	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARBEINC-01
Arber Inc.
1716 S. San Marcos #120
San Antonio TX 78207

COVERAGES **CERTIFICATE NUMBER:** 68578340 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	5200348903	4/13/2024	4/13/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Errors & Omissions	$ Included
B	AUTOMOBILE LIABILITY	Y	Y	10074837CA	5/18/2024	5/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	001289290	6/16/2024	6/16/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE GENERAL LIABILITY POLICY INCLUDES A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT PROVISION THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. THE GENERAL LIABILITY POLICY INCLUDES A SPECIAL ENDORSEMENT WITH PRIMARY NON CONTRIBUTORY WORDING. THE GENERAL LIABILITY, AUTO AND WORKERS COMPENSATION POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES THIS FEATURE ONLEY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES IT.

CERTIFICATE HOLDER
ARBER INC.
1716 SOUTH SAN MARCOS ST
STE 120
SAN ANTONIO TX 78207

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

AUTHORIZED REPRESENTATIVE
William Mac

© 1988-2015 ACORD CORPORATION. All rights reserved.

D. Proposal pricing/Delivery

ITEM	DESCRPTION	UNIT	COST
1	Armed Guard	Per hour	**$20.55**
2	Unarmed Guard	Per Hour	**$18.00**
3	Vehicle/ATV	Per Month	**$816.00**
4	***other**	PER_____	**N/A**

Pricing also located on TAB 4 on the procurement portal

References- RFP 2024-020 Professional Security Guard Services

Reference 1
Business/ Agency Name: Workforce Solutions
Dates of Service: 2020-Ongoing
Address: 3101 W. Business 83, McAllen Texas 78501
Point of Contact (POC) Name: Robert Barbosa
POC Phone Number: (956)928-5000
POC Email: robertb@wfsolutions.org

Reference 2
Business/ Agency Name: HHSC Region 5
Dates of Service: September 2023- Ongoing
Address: 1210 S. Chestnut st. Lufkin, Texas 75901
Point of Contact (POC) Name: Amanda Frazier
POC Phone Number: (409)550-7598
POC Email: Amanda.frazier@hhs.texas.gov

Reference 3
Business/ Agency Name: USDOT-Division of gulf operations
Dates of Service: March 2018-March 2023
Address: 2600 Amoco rd, Beaumont Texas 77705
Point of Contact (POC) Name: Sharon Duhon
POC Phone Number: (409)722-3433
POC Email: Sharon.duhon@dot.gov

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Robert Lozano, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Arber Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

Subscribed and sworn to me this 5 day of September 2024.

By: LUIS ENRIQUE CARRILLO

Notary Public

LUIS ENRIQUE CARRILLO NOTARY PUBLIC STATE OF TEXAS ID 134482576 EXP. 07-31-2027

My commission expires

7/31/2027

Appendix 1 – Evidence of Satisfactory Performance on Past Projects

Page intentionally left blank (Performance reports on following pages)

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

MODIFIED EVALUATION

Nonsystems

Name/Address of Contractor:

Vendor Name: ARBER, INC.

Division Name: MICHAEL E. DEBAKEY HOUSTON SITE

Street: 1716 S SAN MARCOS # 120

City: SAN ANTONIO

State: TX Zip: 782077050

Country: USA

CAGE Code:

Unique Entity ID: ZBGNLSZYGW36

Product/Service Code: S206 Principal NAICS Code: 561612

Evaluation Type: Interim

Contract Percent Complete: 50%

Period of Performance Being Assessed: 07/01/2020 - 11/04/2020

Contract Number: VA25617C0118 **Business Sector & Sub-Sector:** Nonsystems - Facilities Services

Contracting Office: 256-NETWORK CONTRACT OFC 16(00256) **Contracting Officer:** JENEICE MCCLINTON **Phone Number:** 713-794-7869

Location of Work:

Work site is located at 4640 Main Houston Texas as the primary and the secondary site is 1818 Preston Ave Houston Texas.

Date Signed: 06/21/2017 **Period of Performance Start Date:** 07/01/2017

Est. Ultimate Completion Date/Last Date to Order: 06/30/2022 **Estimated/Actual Completion Date:** 06/30/2022

Funding Office ID:

Base and All Options Value : $1,684,530 **Action Obligation:** $1,683,692

Complexity: Medium **Termination Type:** None

Extent Competed: Competed under SAP **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Project Number:

Project Title:

Security Service

Contract Effort Description:

The Contractor shall provide, manage, and maintain a uniformed security guard services for providing daily deterrent against unauthorized, illegal, or potentially life-threatening activities directed toward Facility employees, visitors, information, programs, resources, and property.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	Satisfactory	Very Good
Schedule:	Satisfactory	Satisfactory
Cost Control:	Satisfactory	Satisfactory
Management:	Satisfactory	Satisfactory
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	Satisfactory	Satisfactory
Other Areas:		
(1):		N/A
(2):		N/A
(3):		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Contractor performed within the scope of awarded contract for Government requirement. Contractor established security services in Beaumont commencing September 2019 and continued to April 2020. Our security personnel maintained security even through Hurricanes affecting the Beaumont area.

SCHEDULE: Contractor performed within the scope of awarded contract for Government requirement.

COST CONTROL: Contractor performed within the scope of awarded contract for Government requirement.

MANAGEMENT: Contractor performed within the scope of awarded contract for Government requirement.

REGULATORY COMPLIANCE: Contractor performed within the scope of awarded contract for Government requirement.

ADDITIONAL/OTHER: Contractor has established a strong partnership with the Government. This rating is applicable for the Travis and McGovern facility.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: JENEICE MCCLINTON

Title: Contract Specialist

Organization: NCO-16

Phone Number: 802-715-3797 Email Address: jeneice.mcclinton@va.gov

Date: 11/19/2020

Contractor Comments:

This evaluation has been modified, please see the original evaluation to view the contractor comments.

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Name and Title of Contractor Representative:

Name:

Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:

Performed IAW contract terms and conditions

Name and Title of Reviewing Official:

Name: LEKISHA DOUGLAS

Title: Contracting Officer

Organization: DVA/ NCO 16

Phone Number: 7137947421 Email Address: lekisha.douglas@va.gov

Date: 10/26/2021

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

MODIFIED EVALUATION **Nonsystems**

Name/Address of Contractor:

Vendor Name: ARBER, INC.

Division Name:

Street: 1716 S SAN MARCOS # 120

City: SAN ANTONIO

State: TX Zip: 782077050

Country: USA

CAGE Code:

Unique Entity ID: ZBGNLSZYGW36

Product/Service Code: S206 Principal NAICS Code: 561612

Evaluation Type: Interim

Contract Percent Complete:

Period of Performance Being Assessed: 07/01/2017 - 06/30/2018

Contract Number: VA25617C0118 **Business Sector & Sub-Sector:** Nonsystems - Facilities Services

Contracting Office: 256-NETWORK CONTRACT OFC 16(00256) **Contracting Officer:** JENEICE MCCLINTON **Phone Number:** 713-791-1414

Location of Work:

MEDVAMC
2002 Holcombe Blvd.,Bldg 100
Houston, TX 77030

Date Signed: 06/21/2017 **Period of Performance Start Date:** 07/01/2017

Est. Ultimate Completion Date/Last Date to Order: 06/30/2022 **Estimated/Actual Completion Date:**

Funding Office ID:

Base and All Options Value : $1,970,447 **Action Obligation:** $642,686

Complexity: Medium **Termination Type:** None

Extent Competed: Competed under SAP **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Project Number:

Project Title:

Security Services

Contract Effort Description:

The contractor to provide security services at the Midtown & Travis complex facility in Houston, TX in support of the MEDVAMC.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

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Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Very Good
Schedule:	N/A	Satisfactory
Cost Control:	N/A	Satisfactory
Management:	N/A	Very Good
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	Satisfactory
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Contractor performed within the scope of awarded contract for Government requirement. Arber Security provided very good security service for the Mid-town location where hours had to be increased due to heightened security concerns. Arber Security accomplished the amendment per VA concerns immediately and with very good service.

SCHEDULE: Contractor performed within the scope of awarded contract for Government requirement. Arber Security provided very good security service for the Mid-town location where hours had to be increased due to heightened security concerns. Arber Security accomplished the amendment per VA concerns immediately and with very good service.

COST CONTROL: Contractor performed within the scope of awarded contract for Government requirement.

MANAGEMENT: Contractor performed within the scope of awarded contract for Government requirement. Arber Security provided very good security service for the Mid-town location where hours had to be increased due to heightened security concerns. Arber Security accomplished the amendment per VA concerns immediately and with very good service.

REGULATORY COMPLIANCE: Contractor performed within the scope of awarded contract for Government requirement.

ADDITIONAL/OTHER: Contractor has not had any deficiencies to report, and has worked within the scope of the contract. Contractor performed within the scope of awarded contract for Government requirement. Arber Security provided very good security service for the Mid-town location where hours had to be increased due to heightened security concerns. Arber Security accomplished the amendment per VA concerns immediately and with very good service.

Contractor has established a strong partnership with the Government.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: JENEICE MCCLINTON

Title: Contract Specialist

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Organization: NCO-16

Phone Number: 713-791-1414 22308 Email Address: jeneice.mcclinton@va.gov

Date: 12/20/2018

Contractor Comments:

This evaluation has been modified, please see the original evaluation to view the contractor comments.

Name and Title of Contractor Representative:

Name:

Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:

Agree with re-review

Name and Title of Reviewing Official:

Name: LEKISHA DOUGLAS

Title: Contracting Officer

Organization: DVA/ NCO 16

Phone Number: 7137947421 Email Address: lekisha.douglas@va.gov

Date: 01/22/2019

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Nonsystems

Name/Address of Contractor:

Vendor Name: ARBER, INC.

Division Name: NCO 16

Street: 1716 S SAN MARCOS # 120

City: SAN ANTONIO

State: TX Zip: 782077050

Country: USA

CAGE Code: 1TRP4

Unique Entity ID: ZBGNLSZYGW36

Product/Service Code: S206 Principal NAICS Code: 561612

Evaluation Type: Final

Contract Percent Complete:

Period of Performance Being Assessed: 11/05/2021 - 12/31/2022

Contract Number: VA25617C0118 **Business Sector & Sub-Sector:** Nonsystems - Facilities Services

Contracting Office: 256-NETWORK CONTRACT OFFICE 16 (36C256) **Contracting Officer:** ANTHONY MARION **Phone Number:** 713-791-1414

Location of Work:

Date Signed: 06/21/2017 **Period of Performance Start Date:** 07/01/2017

Est. Ultimate Completion Date/Last Date to Order: 12/31/2022 **Estimated/Actual Completion Date:** 12/31/2022

Funding Office ID: 36C580

Base and All Options Value : $2,304,436 **Action Obligation:** $2,303,597

Complexity: Low **Termination Type:** None

Extent Competed: Competed under SAP **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Project Number:

Project Title:

Security Guard Services (Arbor Inc.)

Contract Effort Description:

Provided security services for the MEDVAMC located in Houston, TX.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating

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Quality:	Satisfactory	Satisfactory
Schedule:	Satisfactory	Satisfactory
Cost Control:	Satisfactory	Satisfactory
Management:	Satisfactory	Satisfactory
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	Satisfactory	Satisfactory
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

SCHEDULE: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

COST CONTROL: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

MANAGEMENT: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

REGULATORY COMPLIANCE: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: Orita A Jarvis

Title: Contract Specialist

Organization: VHA NCO 16

Phone Number: Email Address: orita.jarvis@va.gov

Date: 09/26/2023

Contractor Comments:

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ADDITIONAL/OTHER: I do not even know this contracting specialist who has rated us. Or have ever heard of this contracting specialist. Please identify the minor problems mentioned

CONCURRENCE: I do not concur with this evaluation and request that it be reevaluated.

Name and Title of Contractor Representative:

Name: ROBERT LOZANO

Title: President

Phone Number: 2107366200 Email Address: corporate@arberinc.com

Date: 08/09/2023

Review by Reviewing Official:

Performed in accordance with all contract terms and conditions

Name and Title of Reviewing Official:

Name: LEKISHA DOUGLAS

Title: Supervisory Contracting Officer

Organization: DVA/ NCO 16

Phone Number: 7137947421 Email Address: lekisha.douglas@va.gov

Date: 12/04/2023

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VENDOR PERFORMANCE REPORT

Return to Search List

What Type:

Commodity/Service: Services
Purchase Type: SPD Term/Managed
Purchase Order No: 23-0000197
PO Amount: $8,568.00
PO Date: 9/1/2022
Class/Item: 99046
Contract ID: 3119ADM077
Report Submission Reason: Contract/PO Completion

Delay Justification:

To (Contractor):

Vendor ID: 17429762929
Contractor Name: ARBER, INC.
Contact Name: Pres./ROBERT M. LOZANO
Address: 1716 S SAN MARCOS STE 120 ,
City/State/Zip: SAN ANTONIO/ Texas/ 78207-7050
Phone: (210) 736-6200
Email: corporate@arberinc.com

From (Agency/Co-op Member):

Agency ID: 320
Agency Name: Texas Workforce Commission - 320
Contact Name: Michael Kagan
Address: 111 E 17th Street ,
City/State/Zip: Austin/ Texas/ 78774
Phone: (888) 479-7602
Email: michael.kagan@twc.texas.gov

Vendor Comment:

General Performance Code(s):

(305) Exceptional customer service response,(310) Order or service completed satisfactorily

Satisfactory Resolution Code(s):

Unsatisfactory Resolution Code(s):

Resolution Date:

Report Date: 9/13/2023

Date Published: 9/13/2023

Report Grade: A

Texas Comptroller of Public Accounts
Glenn Hegar

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- Search from the Texas State Library (https://www.tsl.texas.gov/trail/index.html)
- Texas Homeland Security (https://www.dhs.gov/geography/texas)
- Texas Veterans Portal (https://veterans.portal.texas.gov/)
- Public Information Act (https://comptroller.texas.gov/about/policies/public-information-act.php)
- Texas Secretary of State (https://www.sos.state.tx.us/)
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov (https://www.texas.gov/)
- Texas Records and Information Locator (TRAIL) (https://www.tsl.state.tx.us/trail/)
- State Link Policy (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pd
- Texas Veterans Portal (https://veterans.portal.texas.gov)

VENDOR PERFORMANCE REPORT

Return to Search List

What Type:

Commodity/Service: Services
Purchase Type: Delegated
Purchase Order No: 60100000000000000000000008273
PO Amount: $1,987,665.00
PO Date: 6/9/2018
Class/Item: 99046
Contract ID: 8273
Report Submission Reason:

Delay Justification:

To (Contractor):

Vendor ID: 17429762929
Contractor Name: ARBER, INC.
Contact Name: Pres./ROBERT M. LOZANO
Address: 1716 S SAN MARCOS STE 120 ,
City/State/Zip: SAN ANTONIO/ Texas/ 78207-7050
Phone: 210-736-6200
Email: corporate@arberinc.com

From (Agency/Co-op Member):

Agency ID: 601
Agency Name: Texas Department of Transportation - 601
Contact Name: Missy McDaniel
Address: 125 E 11th Street ,
City/State/Zip: Austin/ Texas/ 78701
Phone: 409-795-2245
Email: Susan.mcdaniel@txdot.gov

Vendor Comment:

General Performance Code(s):

(310) Order or service completed satisfactorily

Satisfactory Resolution Code(s):

Unsatisfactory Resolution Code(s):

Resolution Date:

Report Date: 2/26/2020

Date Published:

Report Grade: B



Texas Comptroller of Public Accounts
Glenn Hegar

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- Texas.gov (https://texas.gov)
- Search from the Texas State Library (https://www.tsl.texas.gov/trail/index.html)
- Texas Homeland Security (https://www.dhs.gov/geography/texas)
- Texas Veterans Portal (https://veterans.portal.texas.gov/)
- Public Information Act (https://comptroller.texas.gov/about/policies/public-information-act.php)
- Texas Secretary of State (https://www.sos.state.tx.us/)
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov (https://www.texas.gov/)
- Texas Records and Information Locator (TRAIL) (https://www.tsl.state.tx.us/trail/)
- State Link Policy (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20Policy.pdf)
- Texas Veterans Portal (https://veterans.portal.texas.gov)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2024

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

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

PRODUCER	CONTACT NAME: Elaine Tope
GBMB Insurance Agency LLC P. O. Box 790828 San Antonio TX 78279	PHONE (A/C, No, Ext): 210-366-5094 FAX (A/C, No): 210-366-9549 E-MAIL ADDRESS: elainet@gbmbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Insurance Co	22730
INSURER B : State Auto Mutual Insurance Co	25135
INSURER C : Texas Mutual Insurance Co	22945
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	ARBEINC-01
Arber Inc. 1716 S. San Marcos #120 San Antonio TX 78207	

COVERAGES **CERTIFICATE NUMBER:** 68578340 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	5200348903	4/13/2024	4/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Errors & Omissions	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ Included
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	10074837CA	5/18/2024	5/18/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	001289290	6/16/2024	6/16/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

THE GENERAL LIABILITY POLICY INCLUDES A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT PROVISION THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. THE GENERAL LIABILITY POLICY INCLUDES A SPECIAL ENDORSEMENT WITH PRIMARY NON CONTRIBUTORY WORDING. THE GENERAL LIABILITY, AUTO AND WORKERS COMPENSATION POLICIES INCLUDE A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES THIS FEATURE ONLEY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES IT.

CERTIFICATE HOLDER

ARBER INC.
1716 SOUTH SAN MARCOS ST
STE 120
SAN ANTONIO TX 78207

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

William Mac

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 9-10-2024

Company/Vendor Name: Arber Inc.

Printed Name and Title: Ian Lozano Vice President

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Ian Lozano, the undersigned representative of

Arber Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Ian Lozano Vice President

TYPE/PRINT NAME AND TITLE:

4-5-2024

DATE:

SENATE BILL 13 VERIFICATION

I, Ian Lozano, the undersigned representative of

Arber Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Ian Lozano Vice President

TYPE/PRINT NAME AND TITLE:

9-5-2024

DATE:

SENATE BILL 19 VERIFICATION

I, Ian Lozano, the undersigned representative of Arber Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Ian Lozano Vice President

TYPE/PRINT NAME AND TITLE:

9-5-2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Robert Lozano, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Arber Inc., the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

Subscribed and sworn to me this 5 day of September 2024.

By: LUIS ENRIQUE CARRILLO

Notary Public

LUIS ENRIQUE CARRILLO NOTARY PUBLIC STATE OF TEXAS ID 134482576 EXP. 07-31-2027

My commission expires

7/31/2027



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

N/A

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other:_____	_____
5	_____	_____
6	_____	_____
7	_____	_____

N/A

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Ian Lozano, authorized representative for Arber inc.,
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☐ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $ Included in General Liability Policy

Automobile Liability: $ 1,000,000 General Liability: $ 3,000,000

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☒ Have already been met (see attached copy of insurance certificate).

Authorized Representative

9-10-2024
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Ian Lozano, possess all of the APPLICABLE:

1. Licenses: C-10525 F01044

2. Bonds: _____

3. Certificates: DIBE, HABE, MBE, SBE, VBE, SDVOSB

4. Permits: _____

5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Vice President
Authorized Signature

9-10-2024
Date

Arber Inc.
Company

1716 S. San Marcos Ste.120
Address

San Antonio, Tx 78207
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Arber Inc.
(full, correct legal name)
2. Address: 1716 S. San Marcos Ste.120
San Antonio TX, 78207

3. Telephone/Fax: 210-736-6200 210-231-0301

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No__X__

5. Is your Company authorized and/or licensed to do business in Texas?
Yes__X__ No____

6. Where is the Company's corporate headquarters located? San Antonio, TX

7. a. Does the Company have an office located in Edinburg, Texas?

   Yes____ No__X__

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Edinburg office. _____

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

   Yes____ No__X__

   b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

   Yes____ No__X__

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Ian Lozano
Address: 1716 S. San Marcos Ste 120. San Antonio, TX 78207
Telephone: 210-736-6200
Fax: 210-231-0301
Email: ilozano@arberinc.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.

_____

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Arber Inc.

Company Address: 1716 S. San Marcos Suite 120

City, State, Zip Code: San Antonio, Texas, 78207

Historically Underutilized Business (State of Texas) Certification VID

Number: 1742976292900

Telephone No. 210-736-6200 Fax No. 210-231-0301

Email ilozano@arberinc.com

Print:

Name: Ian Lozano Vice President Signature:

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	✓
Additional Cost (Attachment II in RFP)	✓
RFP Evaluation Criteria (Attachment III in RFP)	✓
Insurance Requirements (Attachment VI in RFP)	✓
*Insurance Requirement Acknowledgement (Attachment V in RFP)	✓
*Project Requirements Acknowledgement (Attachment VI in RFP)	✓
*Litigation Disclosure (Attachment VII in RFP)	✓
General Questionnaire (Attachment VIII in RFP)	✓
*Signature Page (Attachment IX in RFP)	✓
Submittal Checklist (Attachment X in RFP)	✓
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	✓

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[VETS SECURING AMERICA] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

Vets Securing America Response

CONTACT INFORMATION

Company:
Vets Securing America

Email:
nagah@vetssecuringamerica.com

Contact:
Nagah Abdelshahid

Address:
1125 W. 190th Street
Los Angeles, CA 90248

Phone:
(800) 441-1808

Website:
http://www.vetssecuringamerica.com

Submission Date:
Sep 23, 2024 12:37 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

City_of_Edinburg_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Insurance.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HB_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SB_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SB_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_affidavit.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Please download the below documents, complete, and upload.

- Attachment II - Additional ...

Additional_Cost.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Please download the below documents, complete, and upload.

- Attachment_IV_-_Insurance_R...

Attachment_IV_-_Insurance_Requirements.pdf

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment_V_-_Insurance_Re...

Insurance_Requirement_Acknowledgement.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment_VI_-_Project_Req...

Project_Requirements_Acknowledgement.pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Please download the below documents, complete, and upload.

- Attachment_VII_-_Litigation...

Litigation_Disclosure_Form.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Please download the below documents, complete, and upload.

- Attachment_VIII_-_Security_...

Security_Consultant_Qualitfication_General_Questions.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Please download the below documents, complete, and upload.

- Attachment_IX_-_Signature_P...

Signature_page.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Please download the below documents, complete, and upload.

- Attachment_X._-_Submittal_C...

Submittal_checklist.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$26.89
2	Unarmed Guard	Per Hour	$22.75
3	Vehicle / ATV	Per Month	$2,000.00
4	*Other:___ Include in Attachment II ____	Per _____	$28.79
*** Designate Other additional cost either per Hour/Day/Month**			

VETS SECURING AMERICA

Response to Request for Proposals (RFP) No. 2024-020 for Professional Security Guard Services



Submitted by:
Gerald A. Gregory,
President and Founder
Vets Securing America
HQ: 3363 E. Commerce Street, Suite 132
San Antonio, TX 78220
Local Office: 3505 Boca Chica Blvd., Unit 111
Brownsville, TX 78521
(800) 441-1808
jerry@vetssecuringamerica.com









Submitted to: Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

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Submittal:

A. Cover Letter

VETS SECURING AMERICA

(800) 441-1808
vetssecuringamerica.com

3363 E. Commerce Street, Suite 132
San Antonio, TX 78220

Licensed Nationwide

September 17, 2024

Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Response to Request for Proposals (RFP) No. 2024-020 for Professional Security Guard Services

Vets Securing America (VSA) is interested in providing professional Security Guard Services to various City of Edinburg (City) departments. The information provided hereafter is a direct response to the City's Request for Proposals (RFP) soliciting security guard services, made in compliance with all details therein, evidencing how VSA stands apart from its competition in the security services industry.

Brief History of the Firm

Founded in 2008, VSA is a nationwide corporation created to provide former military and law enforcement members a stable and rewarding means of employment for their transition into the private sector. VSA is a certified, licensed, and qualified corporation complete with resources, equipment, and a 24/7 National Dispatch Center available upon award. Over the last 16 years, VSA has grown to provide security services by way of our 6,000+ full-time personnel and 50+ offices across the country thus ensuring the City will have the highest caliber of security services, if awarded.

VSA is headquartered in San Antonio, Texas and is supported by satellite offices in Brownsville and throughout the state, ensuring superior locality to City facilities requesting security services. As a provider of security guard services, we have grown organically throughout Texas – and the nation – by selecting officers who are equipped with the composure, training, protections, practices, and know-how required to deliver successful security services. Our experience and company structure grants us an intrinsic familiarity to provide for the City's associated concerns which include but are not limited to the protection of staff and patrons, protecting City facilities, foot and mobile patrols, and more.

Quality of VSA's Security Services

VSA has active and completed security contracts with local, state, and federal entities throughout the State of Texas and throughout the United States. Additionally, VSA has provided armed and unarmed security services to local, state, and federal entities; schools, school districts, and universities; courts and municipalities; housing authorities; critical infrastructure; airports; retail locations; and more. All security personnel are licensed, trained, managed, and deployed to provide services for the specific project to which they are assigned.

Our SAFETY Act Designation – granted by the U.S. Department of Homeland Security – provides legal liability protections for Qualified Anti-Terrorism Technologies (QATT) vendors and their clients. This Designation also stands as further evidence of our adept security services, screening procedures, implemented technologies, and superior qualifications. Out of thousands of security companies, VSA is one of a select few that have earned this Designation, proof that we embody the highest standards when it comes to detecting, providing the best training for, and protecting against domestic terrorism.



These such Designations, vast experience, extensive resources, national reach, and overall know-how are all part of VSA's distinguishing characteristics as a security service provider. To further complement our traits and accomplishments, we teach the following Code of Conduct to all officers who display our badge: Observe, Take Action, Report. VSA makes this simple addition to a trusted ideal emphasizing the role a security officer undertakes to serve as mediator and uniformed protector.

VSA Signatory

As the signer of this proposal, I – Gerald Gregory – am an official corporate officer listed on file as an authorized representative and signatory. VSA is committed to meeting the standards set forth in this solicitation by providing the highest quality of personnel, ensuring proper operations and protections for the City. Should you require further information, please contact me at any time. VSA thanks the City for its commitment to the procurement process and we look forward to the opportunity to demonstrate the value we are certain to provide all staff, patrons, and facilities.

Respectfully,

Gerald Gregory,
President and Founder
Vets Securing America
HQ: 3363 E. Commerce Street, Suite 132
San Antonio, TX 78220
Local Office: 3505 Boca Chica Blvd., Unit 111
Brownsville, TX 78521
(800) 441-1808
jerry@vetssecuringamerica.com

With copy to:
Craig Weissman, CFE
Vice President
Vets Securing America
craig@vetssecuringamerica.com

B. Executive Summary

Understanding of the Project

VSA has read and reviewed the provided scope of services – as well as the complete list of solicitation documents – in the preparation of this proposal and to ensure that we are qualified to provide security services for the City. VSA has prepared this concise, candid proposal as evidence that we understand the project and in response to the needs outlined by the City's solicitation. VSA further understands the rights of the City as a client and ensures the implementation of operations in accordance with goals and objectives as they are outlined, upon award.

Firm Qualifications, Personnel, and Staffing

Founded in 2008, VSA is a nationwide corporation with infrastructure created to provide former military and law enforcement members a stable and rewarding means of employment. VSA is a certified, licensed, and qualified corporation complete with resources, equipment, and a 24/7 National Dispatch Center available upon award. Our security services are supported by a national network which includes:

- 50+ branch offices across the United States.
- 6,000+ security personnel strong.
- Hundreds of active and completed contracts, diverse in project size and industry.
- Executive management with 100+ years of combined experience.
- Vetted procedures and infrastructure tailored to ensure high quality service.

VSA has maintained good standing as a corporation and a good banking relationship which allows for provisions such as expanding our credit according to our company's organic growth. By further combining our financing and insurance arrangements with in-house accounting, VSA has never had any payroll issues. This is part of our emphasis on the ideal that the timely payment of employees is crucial to the provision of high-quality services.

Over the last 16 years, VSA has grown organically to provide security services nationwide by way of approximately 6,000 employed personnel and 50+ offices in key cities and a hands-on executive management team with over 100 years of security experience, thus ensuring the City with the highest caliber of security services, if awarded

This growth has attributed to the successful provision of security services for hundreds of clients, consistent contract start-ups (over 50 new contracts in 2023), and revenue increases which we use to reinvest in our security guards, resource supply, administrative and field support, and a nationwide infrastructure committed to providing the best security service to all our clients. Since our founding, VSA has kept and maintained applicable licensing in accordance with regional regulations, individual licensing, and more ensuring that our clients experience no lapse in coverage. Additionally, VSA has never failed to complete an awarded contract which stands as evidence of our dedication to the conduct of ethical business procedures, a positive record of integrity, and previews our ability to

perform commendably for the City. VSA has provided services for hundreds of accounts nationwide for over 16 years and performed commendably on all contracts.

VSA intends to conduct all work under the outlined terms of this contract. VSA does not intend to hire sub-security service consultants. VSA intends to only outsource lab work in regard to background screening reports. Traditionally, VSA partners with SimpliVerified for officer screening reports and will provide appropriate documentation as needed. VSA affirms that the City reserves the right to accept or reject outsource firms based on qualifications and past performance.

As experts in the security, surveillance, and monitoring fields, we are well aware that monitoring is most effective when implemented from multiple angles. In our mission to develop the tasks and deliverables for the security services requested, we encourage further assistance and involvement from the City toward the discovery of areas of concern in order to craft solutions collaboratively and add or remove tasks, as needed. However, VSA can provide complete, comprehensive security services individually if the City deems its involvement unnecessary. Still, we would like to engage the City to understand additional issues such as problem areas, requests for areas that may require more attention, and additional insight.

Throughout our sixteen (16) years of experience providing security services nationwide and our history servicing government clients throughout the country, VSA has demonstrated a commitment to excellence. At VSA, we are focused on providing exceptional security services and high customer satisfaction through the following:

- **Investing in our Employees**: VSA recognizes that highly qualified, experienced, and motivated security officers are at the heart of all successful security service contracts; therefore, we offer above-average wages, benefits, and retention incentives to select the most qualified personnel and provide our clients with world-class security services.
- **Excellent Supervisor-to-Officer Ratio**: VSA prides itself on having sufficient, qualified supervisory staff, including Field Supervisors, to ensure compliance with our contracts and post orders; as added value, all Field Supervisors are equipped with GPS-tracked vehicles that offer real-time monitoring.
- **Extensive Financial Resources**: VSA has a credit facility that allows us to pay our officers weekly.
- **Continual Contract Investment**: Investing in our contracts allows for successful long-term relationships, creating stability and consistency for our clients.
- **Low Turnover**: Compared to the security industry turnover average of 350%, VSA's turnover rate has not exceeded 30% nationwide, which can be attributed to our management personnel and overall approach.

- **Promote from Within Policy**: VSA embodies trust by creating opportunities for promotion and investing in the development of personnel.
- **Ability to Mobilize Quickly**: Due to our nationwide resources, our transitions can be expedited, especially since VSA has extensive, established infrastructure.
- **VSA Reinvests Profit for Greater Performance**: VSA commits to the successful completion of all our contracts. Amid COVID-19, VSA underwent growth where the industry trend was the opposite. VSA raised our security officers' wages to prevent turnover, reflecting our goal to never sacrifice performance for profit.

Required Certifications and Submittal

VSA includes as part of this response all required certifications inclusive of licenses, certifications, and assurance as required by the Texas Board of Private Investigators and Private Security Agencies and the Texas Department of Public Safety.

Proposal Pricing / Delivery

VSA has prepared the following pricing which is inclusive of all items requested in the City's proposal. This hour-rate fee covers all stated items outlined by the solicitation and reflects current requirements for compliance with Federal Wage and Hour Standard. Please review pricing details provided as part of the given form: Attachment I Proposal Pricing. Additionally, VSA reiterates pricing (e.g. hour-rate fees) below for City convenience:

Item	Hour-Rate Fee
Armed Guard	$ 26.89
Unarmed Guard	$ 22.75
Supervisor	$ 28.79
Vehicle/ATV	$ 2,000 / month

C. Degree of Compliance Statement

VSA assures the City that all products and services quoted in this proposal are in full accord with the specifications as outlined. VSA believes this proposal is fully responsive and responsible and that no further explanations or comments are needed at this time. Further, VSA takes no exception to the specifications as they are provided by the City's solicitation.

Contents:

A. Understanding of the project:

VSA has read and reviewed the provided scope of services – as well as the complete list of solicitation documents – in the preparation of this proposal and to ensure that we are qualified to provide security services for the City. VSA has prepared this concise, candid proposal as evidence that we understand the project and in response to the needs outlined by the City's solicitation. VSA further understands the rights of the City as a client and ensures the implementation of operations in accordance with goals and objectives as they are outlined, upon award.

VSA is prepared to provide security services for the outlined services which are as follows:

a. Solid Waste Management – 8601 N. Jasman Rd.
    i. Single Officer – 24/7
b. Edinburg City Hall – 415 W. University Dr.
    i. Single Officer – Monday through Friday, 10.5 hours per day
c. Edinburg Air Port – 1300 E. FM 490
    i. Single Officer – Monday through Sunday, 17 hours per day, 24 hours on Holidays
d. Boys and Girls Club – 702 Cullen St.
    i. Monday through Friday, 2.25 hours per day
e. Dustin Michael Sekula Memorial Library – 1906 S. Closner Blvd.
    i. Single Officer – Monday through Thursday, 4.5 hours per day and Saturday through Sunday, 4 hours per day

VSA further understands the need for guards to be fully responsible for observing all persons entering or leaving premises; apprehending persons gaining unauthorized access to facilities and removing unruly persons; contacting appropriate Law Enforcement officials immediately in the event of a crisis situation; briefing substitute guards filling-in; working no more than sixteen (16) consecutive hours on duty; conducting random inspections and more.

Additionally, VSA understands that security services performed for the City are inclusive of consistent post orders which ensure protocols are understood and correctly followed; creating a continuous log of all guard activity and incident reports or abnormal conditions which will be furnished weekly. VSA ensures that guards will fulfill outlined expectations regarding experience and qualification such as but not limited to: training in self-defense techniques; passing a background test; trained in handcuffs use; trained in the use of firearms and disarming an individual carrying a weapon; possessing thorough knowledge of security rules, regulations, procedures, and laws of arrest; having the ability to face situations firmly, fortuitously, tactfully, and with respect; and a minimum of one year's employment as a security guard, law enforcement officer, or equivalent experience. As part of these responsibilities, VSA holds all officers and personnel to a superior standard,

expecting that they all present to an assigned post in an approved standard uniform, displaying an approved sign or emblem, and are all well-groomed presenting their best self to the City, patrons, and the public as a representative of VSA.

B. Firm qualifications, personnel and staffing:

VSA is registered and licensed to practice in the State of Texas. VSA has over sixteen (16) years of experience, providing security service since our founding in 2008. VSA has a national presence and infrastructure – with a heavy footprint throughout Texas – which directly contributes to the provision of security services; thorough vetting of personnel; detection, mitigation, and deterrence of intrusion or other incidents; and local personnel and project administration that directly provides management, reporting, hiring, supervision, training, billing, and other logistics requirements. Please find hereafter an overview outlining our qualifications, personnel, and staffing.

a. Qualifications:

a. List Firm's qualifications and ability to perform the service requirements listed in the scope of work.

Founded in 2008, VSA is a nationwide corporation with infrastructure created to provide former military and law enforcement members a stable and rewarding means of employment. VSA is a certified, licensed, and qualified corporation complete with resources, equipment, and a 24/7 National Dispatch Center available upon award. Over the last 16 years, VSA has grown organically to provide security services nationwide by way of approximately 6,000 employed personnel and 50+ offices in key cities and a hands-on executive management team with over 100 years of security experience, thus ensuring the City with the highest caliber of security services, if awarded.



VSA's qualifications include the provision of service for security contracts in the government sector protecting critical infrastructure, public entities, housing authorities, schools, universities, airports, retail locations, and more, nationwide. Providing services for a wealth of varied security projects grants us an intrinsic familiarity with the City's associated concerns which includes issues related but not limited to patrolling and

surveillance, incident reporting, alarm and emergency response, crowd control, security equipment and systems, safety compliance, report writing and documentation, and cooperation with law enforcement. VSA ensures the training, management, and deployment of licensed security personnel under established and maintained standards of performance to achieve the objectives of the security program set forth by the City. Our security services are further evidence of our ability to perform the service requirements listed in the scope of work. Included as part of VSA's infrastructure is the following:

- 50+ branch offices across the United States
- 6,000+ security personnel strong
- Hundreds of active and completed contracts, diverse in project size and industry
- Executive management with 100+ years of combined experience
- Vetted procedures and infrastructure tailored to ensure high quality service

In addition to this extensive network and experience, VSA maintains a good banking relationship which allows for provisions such as expanding our credit in accordance with company growth. This relationship has also been instrumental in the assurance that we pay our officers weekly while simultaneously providing for the extensive needs and emergency responsiveness throughout the security realm. By combining our financing and insurance arrangements with in-house accounting, VSA has never had any payroll issues. VSA embodies the ideal that the timely payment of employees is crucial to the provision of high-quality security services, paying our officers above average wages on a weekly basis.

We go the extra mile for our clients and employees. This means adhering to a strict code of ethics and professional conduct. It also means providing the best security advice and expertise available. We endeavor to obtain management consensus on any and all issues that affect our clients and employees. Thus, we are committed to addressing the needs of all client stakeholders. Our mission culminates in setting a new standard for the industry: uncompromising quality as a way of life.

VSA's Corporate Headquarters stands in the city of San Antonio, TX. This office is a state-of-the-art "Class A" facility equipped with a multi-million-dollar National Dispatch Center that operates 24 hours a day, seven days a week. This centrality of operations grants our corporate management a greater degree of oversight and quality control, allowing for the reduction of the overhead costs associated with managing a nationwide firm. The address of this location is the following:

Vets Securing America
3363 E. Commerce Street, Suite 132
San Antonio, TX 78220

Additionally, VSA operates out of offices that are as close to the client as possible to ensure merits that include but are not limited to faster response time from support staff in the same time zone, increased area familiarity thanks to our local staff, and decreased costs via locally conducted operations. Listed hereafter is the address for our current Brownsville, TX office location:

Vets Securing America
3505 Boca Chica Blvd., Unit 111
Brownsville, TX 78521

This widespread infrastructure grants our corporate management a greater degree of oversight, greater quality control, streamlined top-to-bottom operations, and the reduction of overhead costs associated with managing a nationwide firm. This infrastructure also provides resource support for our officers, throughout the nation.

U.S. Department of Homeland Security – SAFETY Act Designation

In addition to the licenses, certifications, resources, technologies, strategies, methodologies, and experience that all contribute to the provision of our 16 years of successful security services, VSA has been SAFETY Act Designated for over two years.

The SAFETY Act Designation provides important legal liability for providers of Qualified Anti-Terrorism Technologies (QATT) – whether they are products or services. This Designation comes after the thorough review of VSA applications, practices, and technologies by the Under Secretary for Science and Technology of the Department of Homeland Security.

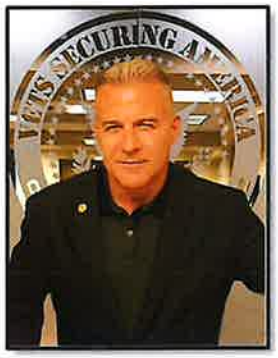
Out of thousands of security companies, VSA is one of a select few with this Designation and offers this core training to all officers executing our technology and procedures. This Designation is proof that VSA embodies the highest standards when it comes to detecting, protecting against, and providing officers with the best training for domestic terrorism.

VSA proudly displays the SAFETY Act badge as it proves that the implementation of our technology satisfies the criteria set forth in Section 441(b) of the SAFETY Act and in Section 25.4(b) of the Regulations. VSA willingly submitted to this intensive, year-long process amid COVID-19 limitations providing TSA-approved documentation and demonstrations to ensure greater notarization of our provided security services.

b. List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.

VSA practices the security industry standard of seeking to onboard qualified incumbents and new hires upon award, to streamline the transition process. VSA reviews RFP qualifications and requirements throughout this hiring process, ensuring that all candidates meet expectations and are able to perform commendably for the posts they are expected to fulfill. Individual security officer qualifications and experience will be provided and submitted for City approval after contract award and during the transition-in period.

VSA provides resumes of the following personnel who will be committed to the needs of this project, if selected for award. Any changes will be made only with the prior written consent of the City.



Gerald A. Gregory, President and Founder, is a former police Captain with over 44 years of experience in the public and private law enforcement sectors. Mr. Gregory is a hands-on manager, always available to discuss any security needs with clients or answer any questions. He began his career in New York as an Undercover Investigator, also performing street surveillance operations. Today, a licensed Private Detective and Security Professional, Mr. Gregory has extensive industry experience in both the public and private law enforcement sector.

His credentials in the private sector include Officer, Investigator, Scheduling and Operations Manager, Branch Manager, Regional and National Operations Director, Vice President, Executive Vice President, President, and Chief Executive Officer.

Mr. Gregory has effectively completed large government contracts for federal, state, and local clients. His success has culminated in the creation of VSA, a security and investigations company that started as a small outfit on the East Coast and has grown to into the nationwide company it is today, providing employment for over 6,000 security, administrative, and supportive personnel.

As part of our executive management team Mr. Gregory is involved on every contract. Recent experience includes services for Texas Facilities Commission, Belton Independent School District, and Clayton County Public Schools.

Employment History:

2008 – Present	Vets Securing America	President and Founder
2007 – 2008	Beau Security & Investigations, Inc.	President, Internal Intelligence Service
1990 – 2007	Internal Intelligence Service	CEO and President

Education:

- Criminal Justice Associates Degree, John Jay College of Criminal Justice
- Essex County Police Academy, Graduate

Licenses & Certificates:

- Private Investigator



Deputy Chief Aaron Pann, **Vice President**, presents a diversified background as a Military-trained security specialist with a distinguished military career in leading the planning, security, communications, technology, and operations of organizations throughout the United States and abroad.

Mr. Pann has experience in cross-functional team building and leadership, multi-cultural communication, change management, organizational development, and quality/performance improvement.

His experience of 20 years, comes from a series of promotions to increasingly responsible management positions leading large-scale operations worldwide, fast-tracking his career as an industry leader. Deputy Chief Pann has received numerous commendations and awards for outstanding leadership, general management, and field operations.

As part of our executive management team Mr. Pann is involved on every contract. Recent experience includes services for Texas Facilities Commission, Belton Independent School District, and Clayton County Public Schools.

Employment History:

2009 – Present	Vets Securing America	Vice President
2005 – 2007	United States Army	Command Driver/Security, US Army 1BCT 4ID
2003 – 2005	United States Army	Cavalry Scout

Education

- Nuclear, Biological, and Chemical School, Fort Hood, TX, 2000

Military Awards:

- Commendation Medal (2), USA
- Achievement Medal (3), USA
- Global War on Terrorism Service Medal, USA
- Iraq Campaign Medal
- Expeditionary Medal
- Good Conduct Medal, USA
- National Defense Service Medal (2), USA
- Basic Training Ribbon, USA



Craig Weissman, CFE, **Vice President**, has over 23 years of experience in the security industry and investigative industry conducting financial review audits, financial fraud examinations, due diligence investigations, and the corporate restructuring of several companies.

His career includes 6 years in the corporate office of Beau Dietl & Associates as Vice President of the White-Collar Division where he managed a staff of analysts and investigators. As an investigator, he has provided risk assessment and competitive intelligence to help clients make strategic business decisions.

Mr. Weissman has been a Certified Fraud Examiner since 2004. As granted by the Association of Certified Fraud Examiners, a Certified Fraud Examiner credential denotes proven expertise in fraud prevention, detection, and deterrence. Mr. Weissman graduated from George Washington University with a Bachelor of Science in Economics.

His specific areas of expertise include operations management & guidance, business development, and compliance.

As part of our executive management team Mr. Weissman is involved on every contract. Recent experience includes services for Texas Facilities Commission, Belton Independent School District, and Clayton County Public Schools.

Employment History:

2008 – Present	Vets Securing America	Vice President
2001 – 2008	Beau Dietl & Associates	Vice President, White Collar Division

Education:

- Bachelor of Science in Economics, George Washington University

Certifications:

- Certified Fraud Examiner (CFE)



Jeffrey Kagan, Rapid Response Operations Manager, provides expert field training and officer development, employee recruitment and retention services, and ensures the provision of the best officers available. Previous experience includes involvement on start-up operations for a 3,000 hour per week contract for a government agency in Texas. Additional expertise is leveraged through client consultations, regular and emergency response, conducting site visits, and officer inspections. Mr. Kagan facilitates branch duties and operations, communicating with clients and coordinating needed support services to effectively manage accounts. Included in his duties are managing our Rapid Response Team and assisting with the successful execution of security contracts. Assisting with recruiting, vetting, training, and contract compliance, our Rapid Response Team is designed to ensure the success of all our contracts.

Employment History:

2023 - Present	Vets Securing America	Rapid Response Operations Manager
2020 – 2022	Silverblade Protection Services	Chief Operations Officer
2021 – 2022	Security Reconnaissance Team Inc	Captain
2019 – 2020	Global Source Solutions Security	Security Officer Supervisor
2017 - 2019	Admiral Security Services, Inc.	North Texas Manager

Awards:

- Most Volunteer Hours in Arizona, August 2011
- Employee of the Month, City of Surprise, AZ, December 2012
- Award of Accommodation, February 2018
- Appreciation Certificate, March 2018

Education:

- Bachelor's Degree in Criminal Justice, University of Phoenix

Licenses & Certificates:

- CPR & First Aid
- Commissioned Security Officer
- Stop the Bleed
- FEMA Incident Management
- FEMA Active Shooter



Donald Salvador, Risk Management Senior Investigator, is a former Police Chief with over twenty-two (22) years of federal and state law enforcement experience, Mr. Salvador has a strong understanding of security and risk. In his previous role as a Police Chief, Mr. Salvador oversaw and managed over one hundred and ninety (190) personnel including police officers, investigators, dispatchers, and support staff, all of which benefitted to his excellent leadership, management, training, and criminal and administrative investigation skills. As a Risk Management Senior Investigator, Mr. Salvador is currently responsible for the conduct of investigations, identifying various risks, leading routine inspections, acquiring and evaluating documents, conducting evaluations, and more for our company, further enhancing our safety programs and preventing future liabilities.

Employment History:

2024 – Present	Vets Securing America	Risk Management Senior Investigator
2020 – 2024	Daly Strategic Group LLC	Chief Executive Officer
2020 – 2021	UEI College	Associate Criminal Justice Instructor
2015 – 2017	Grossmont College	Training Officer
2008 – 2023	California Department of State Hospitals	Chief of Police
2005 – 2008	California Department of Corrections and Rehabilitation	Correctional Officer

Education:

- Administration of Justice, Master's Degree
- Criminal Justice, Bachelor's Degree
- Graduate, Rio Hondo Police Academy
- Golden West College Post Police Supervisor Certificate
- California Department of Corrections Academy Graduate
- Federal Bureau of Prisons Academy Graduate



Geoffrey Taff, Risk Investigator, is a former Los Angeles Police Officer with 20 years of expertise in supervising, educating, and training officers and civilians to provide them with the knowledge and skills to be proficient. Mr. Taff has an exceptional background in working with the general public, including organizing and attending community functions, public meetings, etc. Mr. Taff further specializes in maintaining productivity and providing constructive motivation through astute leadership. Some of his key skills include experience in managing and growing a service company with high volume and critical deadlines as well as a passion for coaching, developing, and training employees to increase their effectiveness to achieve business goals and objectives. As part of his extensive resume, Mr. Taff has been responsible for monitoring crime trends, acting as a detective liaison, consulted companies on crime watch and prevention, and more all to reduce the incidence and fear of crime and enhance public safety across various demographics.

Employment History:

2024 – Present	Vets Securing America	Risk Investigator
2022 – 2024	Lagdana Inc (FedEx)	Manager
2011 – 2022	Los Angeles Police Department	Senior Lead Officer
2007 – 2011	Los Angeles Police Department	Police Officer III (Training Officer)
2003 – 2007	Los Angeles Police Department	Police Officer II
2000 – 2008	U.S. Army Reserve	Communication Specialist

Education:

- Criminal Justice, University of Phoenix
- General Studies, Saddleback Community College

Awards:

- Officer of the Year, Wilshire Division, 2012
- Officer of the Quarter, Wilshire Division, 2006



Billy Fives, Director of Training, is tasked with ensuring all officers have the minimum requirements for their assigned post and that they meet the VSA standard: providing attentive, responsive, and proactive security services. His experience comes from over twenty-four (24) years in the security industry.

Employment History:

2019 – Present	Vets Securing America	Director of Training
2018 – 2019	InchCape	Port Manager
2016 – 2018	Vets Securing America	Operations Manager
2007 – 2015	McRoberts Protective Agency, Inc.	Executive Security Agent

Training/Certifications:

- Terrorism Liaison Officer (U.S. Dept. of Homeland Security)
- FSO/SSO/CSO (U.S. Coast Guard)
- OSHA 10/30

Education & Experience:

Broward College	Business Administration	1990 – 1991
Mount Aloysius College	Business Administration	1987 – 1988
C-Tech	IT Security	1988 – 1989

Ambrocio Perez is the proposed **Account Manager** for this contract. Mr. Perez is accountable for day-to-day operations of an assigned account, including hiring, training, and mentoring employees; building, improving and maintaining relationships with clients and employees; developing and retaining of staff; coordinating needed support services to effectively manage the account; meeting or exceeding financial and operational goals; providing quality customer service; maintaining weekly operating schedules and timekeeping for assigned security personnel; providing after-hour emergency response as required including weekends; protecting company assets with strategic risk management approaches; and maintaining friendly and professional customer interactions.

Employment History:

2021 - Present	Vets Securing America	Account Manager
2019 – 2021	GPS Security LLC	Manager
2007 – 2021	I.P.V.E.C.I.	President
1997 – 2017	B.I.S.D.	Security Officer Supervisor

Licenses & Certificates:

Commissioned Security Officer

c. Describe SECURITY SERVICE CONSULTANT's resources, including total number of employees (professional, technicians, and administrative.), number and location of offices, number and types of equipment to support this project. Describe any special equipment or facilities available to perform the requested work. Identify any tasks outlined in the RFP that would be subcontracted.

VSA operates nationwide, across the United States, providing security services by way of approximately 6,000 employed personnel, 50+ office in key cities, and a hands-on executive management team with over 100 years of security experience. The complete number of personnel assigned to this project will be determined during post-award discussions. VSA will maintain dialogue to manage and finalize expectations and to ensure the adequate provision of personnel necessary for this specific project. Additionally, resources assigned to this project can include Field Supervisors, Flex-Force Officers, and a 100% dedicated post commander (if deemed necessary) to ensure high quality security services throughout the life of the contract.

Our security personnel are supported by a national network which includes:

- ❖ 50+ branch offices across the United States.
- ❖ 6,000+ security personnel strong.
- ❖ Hundreds of active and completed contracts, diverse in project size and industry.
- ❖ Executive management with 100+ years of combined experience.
- ❖ Vetted procedures and infrastructure tailored to ensure high quality service.

VSA does not expect to subcontract for this contract and will self-perform all work.

C. Experience:

a. Provide the following information for SECURITY SERVICE CONSULTANT and SUB-SECURITY SERVICE CONSULTANTs: (Including but not limited to outsource lab and technical firms, if any portion of the work is to be conducted by an outsource please provide Quality Assurance documentation, The CITY reserves the right to accept or reject outsource firms based on qualifications and past performance.)

VSA intends to conduct all work under the outlined terms of this contract. VSA does not intend to hire sub-security service consultants. VSA intends to only outsource lab work in regard to background screening reports. Traditionally, VSA partners with SimpliVerified for officer screening reports and will provide appropriate documentation as needed. VSA affirms that the City reserves the right to accept or reject outsource firms based on qualifications and past performance.

b. Number of years experience providing Security Services.

VSA has provided security services to hundreds of clients for over 16 years, since our founding in 2008.

c. Relevant experience with projects of similar size and scope performed over the past ten (10) years. For each project listed, include scope of services performed, date services provided and name, titles, and telephone numbers of each client or client's representative.

Please view hereunder for an overview of relevant experience with projects of similar size and scope performed over the past ten (10) years.

Project	Brownsville Public Utilities Board
Date Services Provided	2019 – 2024
Reference Name	Eduardo Martinez
Reference Title	Health and Safety Security Manager
Reference Telephone Number	(956) 983 - 6263
Scope of Services	VSA provides BPUP with armed and unarmed security services at their water towers, wastewater list stations, water Treatment plants, power plants, and more to safeguard against security threats and domestic terrorism.

Project	Woodland Township
Date Services Provided	2017 – current
Reference Name	Nicole Mathews
Reference Title	Transit Manager
Reference Telephone Number	(281) 210 - 3815
Scope of Services	VSA provides Security duties include opening access gates, providing information to passengers, completing Guard Logs for each shift, performing passenger ticket sales, phone answering, accurately monitoring ticket inventories, performing sales checkout and deposit information, monitoring termination operations, providing notification to the Township of any items which may need attention, performing and documenting routine patrol of the grounds, briefing incoming personnel at shift change, monitoring intrusion alarms and surveillance cameras, and closing access gates.

Project	Harris County – Office of the County Engineer
Date Services Provided	2023 – current
Reference Name	Shone Sigue

Reference Title	Security Manager
Reference Telephone Number	(713) 503 – 5175
Scope of Services	VSA armed security personnel provide a variety of services, implementing and enforcing Harris County's security objectives according to policies and procedures for all phases of building protection, including but not limited to guarding premises lobby, entry. And egress access controls; verifying visitor and building employee identification; performing roving patrols of interior and exterior building areas, parking lots, and vehicles to secure against trespassing, vandalism, sabotage, fire, theft, and destruction; averting disorderly conduct and summoning assigned law enforcement authorities when necessary; exercising good judgement and discretion in dealing with staff and the public in a polite manner; monitoring and responding to base building intrusion detection systems, alarms, and fire detection equipment; responding as necessary to support other life safety duties as identified in post orders and standard operating procedures; immediately reporting any damage, safety, or fire hazards to a supervisor, followed by a written report to the designated building/ facility management representative at the end of the work shift; processing incident and daily operating reports; and more.

d. Specific experience with public entity clients, especially large municipalities. If SECURITY SERVICE CONSULTANT has provided services to the CITY in the past, identify the name of the project and the department for which services were provided.

In submitting a proposal to the City, VSA ensures our capacity and ability as a responsible bidder. As a provider of security services since 2008, VSA has undergone organic growth and natural expansion year-over-year, incrementally adding resources and building upon infrastructure. This growth has attributed to the successful provision of security services for hundreds of clients, consistent contract start-ups (over 50 new contracts in 2023), and revenue increases which we use to reinvest in our security guards, resource supply, administrative and field support, and a nationwide infrastructure committed to providing

the best security service to all our clients. Since our founding, VSA has kept and maintained applicable licensing in accordance with regional regulations, tax laws, and more ensuring that our clients experience no lapse in coverage. Additionally, VSA has never failed to complete an awarded contract which stands as evidence of our dedication to the conduct of ethical business procedures, a positive record of integrity, and previews our ability to perform commendably for the City. Provided hereafter are additional clients for which we have provided services. Please note that the clients provided hereafter represent only a brief list as VSA has provided services for hundreds of accounts nationwide for over 16 years.

Bexar County, TX

VSA provides commissioned (armed) and non-commissioned (unarmed) security officers for twenty-three (23) locations throughout Bexar County (County), including various parking lots throughout the County. Security officers perform supervision to protect County patrons, employees, tenants, and property. Security officer duties include reporting any damage to the County, including but not limited to gates, fences, lights, and vehicles; monitoring for unauthorized vehicle traffic and unauthorized parking by non-County employees or tenants; and reporting and recording incidents on parking violations. Moreover, security officers also assist in detaining persons who gain unauthorized access to the County property/lease facilities while following protocol for notification and assistance from law enforcement, monitor public screening via walk through metal detection equipment or hand screen with handheld magnetometers, and provide security escort services for County employees/tenants after-hours upon request.

Brownsville Public Utilities Board, Texas

Brownsville Public Utilities Board (BPUB) is a client that VSA acquired due to our prominent reputation throughout Texas. VSA provides BPUB with security at their water towers, wastewater lift stations, water treatment plants, power plants, and to safeguard against security threats and domestic terrorism. BPUB is the largest of three (3) electric providers (in terms of local customers) in the City of Brownsville, as well as the largest water provider for the City. We demonstrate best practices in security services and worked collaboratively with stakeholders in a timely and cost-effective manner critical to BPUB during the evaluation and startup/transition phase. VSA was able to rapidly recruit and fit their expedited timeframe by completing such tasks as staffing security officers at midnight to meet contract specifications.



Above: VSA patrol vehicle (left). Special training allows our patrolling security officers to work alongside federal law enforcement (e.g., United States Border Patrol).

Texas Facilities Commission

VSA provides armed and unarmed security services at various State Buildings owned and managed by the Texas Facilities Commission (TFC) in Austin, El Paso, Fort Worth, Houston, and Waco, TX. Security personnel are firm yet courteous, efficient, and tactful at all times while in the performance of their duties. Security officers control access to state facilities; ensure that only authorized persons displaying a valid form of identification (driver's license, state-issued identification card, passport, etc.) are authorized to enter the area assigned; conduct periodic inspections of their assigned areas and report any unusual incident, circumstance, or emergency to the security supervisor; prepare a report for their shift; maintain a high visibility profile by greeting TFC tenants and visitors; and more.

Metropolitan Atlanta Rapid Transit Authority (MARTA), GA

VSA provided security services for MARTA, the ninth largest transit system in North America, providing bus, rail, and paratransit services in the greater metropolitan Atlanta area. Responsibilities of security officers included access control to MARTA buildings; serve as point of contact for persons entering or visiting; provide surveillance of building interior, exterior, and adjacent parking lot deck; check for appropriate entry identifications of persons entering or visiting; prevent unauthorized entry; identify potential hazards that may cause a fire, public safety threats, or criminal activity; provide proper emergency notification; render first aid; prepare detailed written reports; and more.

City of Toledo, OH

VSA provides security officer services at multiple sites for the City of Toledo's (City) Department of Public Utilities. VSA security personnel are equipped with communication tools such that they are able to reach a Supervisor twenty-four (24) hours per day; respond to security, fire, natural disasters, etc., alarms as directed by the City; respond to emergency call outs from Central or any other source designated in writing by the City;

filing correct documentation and performing proper check procedures for those entering and exiting the facilities; performing periodic plant facility and ground tours ensuring facilities are secure; facility monitoring and surveillance; and more.

Belton Independent School District, TX

VSA provides security services for Belton Independent School District (Belton ISD), a fast-growth district in Central Texas with an estimated thirteen thousand, five hundred (13,500) students. VSA staff armed security officers for their nineteen (19) campuses which include one (1) Early Childhood campus, eleven (11) Elementary campuses, four (4) middle school campuses, and one (1) New Tech High School. Each campus is assigned one (1) armed security officer and there are two (2) armed security officers utilized as floaters. All officers have a minimum of three (3) years' experience, and all have training in Active Shooter Response, De-Escalation Response, and School Safety as stated under Texas Government Code, Section 411.1901.

San Antonio State Hospital, TX

VSA provided twenty-four/seven (24/7) armed and unarmed security services for the San Antonio State Hospital (SASH), an inpatient psychiatric hospital with complete psychiatric and rehabilitative services. VSA security officers worked directly with SASH Security and the San Antonio Police Department (SAPD) to conduct appropriate security measures such as emergency response (alarm, etc.); screening procedures for all vehicles and individuals entering the grounds to identify if they work for the State Hospital, State Support Living Center, visiting, etc.; checking ID badges, and if necessary, signing in any individuals that do not possess a monthly parking pass or other proper identification; patrols as necessary; and more.

e. If SECURITY SERVICE CONSULTANT is submitting as a team or joint venture, provide the same information for each member of the team or joint venture.

VSA is not submitting a response as a team or joint venture. Responses to the solicitation items listed hereafter are intentionally omitted, as they are not applicable based on VSA's submission as an individual service provider:

- Provide the following information for key personnel to be assigned to this project.
- Total years experience.
- Number of years experience working for SECURITY SERVICE CONSULTANT.
- Primary work assignment for the projects outlined in this RFP.
- Percentage of time to be devoted to the projects outlined in this RFP.
- Relevant experience with projects of similar size and scope.
- Provide resumes for key personnel to be involved in this project.

c. Previous Project Performance:

a. Provide evidence of satisfactory performance on past projects:

Please see the following pages for evidence of satisfactory performance on past projects which includes: VSA assignments over the past five (5) years; copies and information regarding outstanding service letters, letters of commendation, and service awards; and three (3) recent references who may be contacted.

b. List past assignments over the past five (5) years

Provided hereafter are clients for which we have provided services over the past five (5) years. Please note that the clients provided hereafter represent only a brief list as VSA has provided services for hundreds of accounts nationwide for over 15 years.

Bexar County, TX

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assigned; conduct periodic inspections of their assigned areas and report any unusual incident, circumstance, or emergency to the security supervisor; prepare a report for their shift; maintain a high visibility profile by greeting TFC tenants and visitors; and more.

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individuals that do not possess a monthly parking pass or other proper identification; patrols as necessary; and more.

c. Provide copies of outstanding service letters, letters of commendation, service awards, etc.

Our commitment to quality and service are evidenced by items such as Vendor Performance Reports, Commendation Letters, and Awards given to our officers in the field. VSA has a longstanding tradition of meeting and exceeding client expectations with our high-performing security personnel, pro-active management, time-tested approaches, and cutting-edge technologies. Please see the following for a brief overview of supplemental evidence regarding VSA's proven-effective performance:

Vendor Performance Reports

The Vendor Performance Tracking System (VPTS) provides a comprehensive tool for evaluating vendor performance to reduce risk in the contract awarding process. VPTS is maintained by the Statewide Procurement Division (SPD) of the Texas Comptroller of Public Accounts (CPA). The purpose of the VPTS is as follows:

- Provide detailed vendor performance information
- Help contracting agencies make a best-value determination based on past vendor performance
- Reduce the risk in contract awarding
- Provide five measurable categories for rating performance (report grades: A–F)

Notably, a state agency shall assign an "A" when it determines that the vendor significantly exceeded the requirements of the purchase order or contract to the state's benefit, that any problems with the purchase order or contract were minor, and that corrective actions taken by the vendor to address such problems were highly effective.

Please see the following Vendor Performance Report documentation for a sampling of VSA's performance as evaluated by Texas Comptroller of Public Accounts (CPA):

VENDOR PERFORMANCE REPORT

Return to Search List

WHAT TYPE:

Commodity/Service: Services
Purchase Type: SPD Delegated
Purchase Order No: 22-02128
PO Amount: $236,153.28
PO Date: 2/25/2022
Class/Item:
Contract ID: TMD22-SEC-02128
Report Submission Reason: Contract/PO Completion

DELAY JUSTIFICATION:

TO (CONTRACTOR):

Vendor ID: 13005017937
Contractor Name: VETS Securing America
Contact Name: Gerald Gregory
Address: PO BOX 840267
City/State/Zip: Dallas/ Texas/ 78216
Phone: (800) 441-1808
Email: jerry@vetssecuringamerica.com

FROM (AGENCY/CO-OP MEMBER):

Agency ID: 401
Agency Name: Texas Military Department - 401
Contact Name: Krista Jarrell
Address: 111 E 17th Street
City/State/Zip: Austin/ Texas/ 78774
Phone: (888) 479-7602
Email: Krista.Jarrell@military.texas.gov

VENDOR COMMENT:

GENERAL PERFORMANCE CODE(S):

(305) Exceptional customer service response, (310) Order or service completed satisfactorily

SATISFACTORY RESOLUTION CODE(S):

UNSATISFACTORY RESOLUTION CODE(S):

RESOLUTION DATE:

REPORT DATE: 10/26/2022

DATE PUBLISHED: 10/26/2022

REPORT GRADE: A

Commendations and Awards

As an employer of former veterans, VSA has consistently been recognized by various agencies across the United States. As seen below, VSA has been a recipient of the Texas Veterans Commission's "Employer Hire Veterans Award Program Medium Employer of the Year."



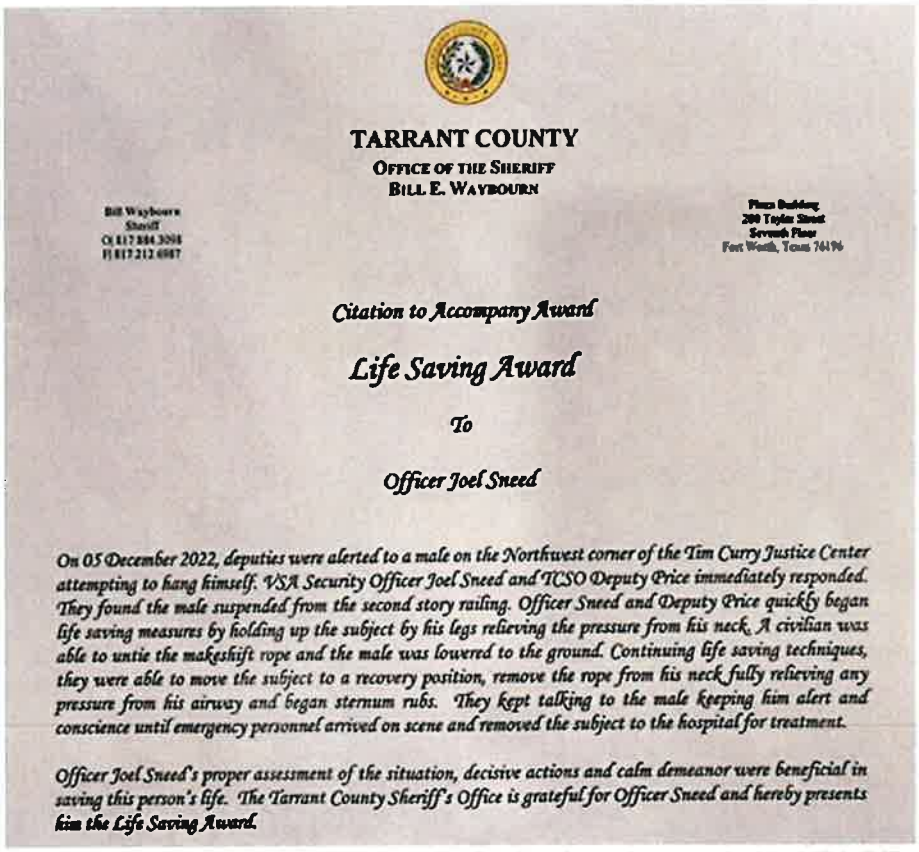
***Above**: VSA officer receives "Employer Hire Veterans Award Program Medium Employer of the Year" from the Texas Veterans Commission.*

***Left**: Expanded photo of Texas Veterans Commission Award*

VSA never trains our security officers to merely perform the security industry minimum "Observe and Report." Rather, we train our security officers to "Observe, Take an Action, Then Report." VSA provides security officers who are engaged and able to diffuse or respond to incidents, which may include anything from calling client staff or local law enforcement for assistance to verbally de-escalating situations. VSA is proud to offer security officers with this mindset and skillset. As a result of our approach to security, our security officers are regularly commended by the clients we serve.

VSA has also attached letters of recommendation hereafter as evidence of our satisfactory performance, for City review.

Additionally, the following Recommendation for Award is another sample case of how our security officers consistently go above and beyond their required duties.



TARRANT COUNTY
OFFICE OF THE SHERIFF
BILL E. WAYBOURN

Bill Waybourn
Sheriff
O| 817 884 3058
F| 817 212 6987

Plaza Building
200 Taylor Street
Seventh Floor
Fort Worth, Texas 76196

Citation to Accompany Award

Life Saving Award

To

Officer Joel Sneed

On 05 December 2022, deputies were alerted to a male on the Northwest corner of the Tim Curry Justice Center attempting to hang himself. VSA Security Officer Joel Sneed and TCSO Deputy Price immediately responded. They found the male suspended from the second story railing. Officer Sneed and Deputy Price quickly began life saving measures by holding up the subject by his legs relieving the pressure from his neck. A civilian was able to untie the makeshift rope and the male was lowered to the ground. Continuing life saving techniques, they were able to move the subject to a recovery position, remove the rope from his neck fully relieving any pressure from his airway and began sternum rubs. They kept talking to the male keeping him alert and conscience until emergency personnel arrived on scene and removed the subject to the hospital for treatment.

Officer Joel Sneed's proper assessment of the situation, decisive actions and calm demeanor were beneficial in saving this person's life. The Tarrant County Sheriff's Office is grateful for Officer Sneed and hereby presents him the Life Saving Award.

Tarrant County Sheriff's Department Life Saving Award presented to VSA Officer.

As noted by the letter, our security officer worked alongside local law enforcement to perform various life-saving techniques and decisive actions to save a life.

d. Provide three recent references who may be contacted concerning SECURITY SERVICE CONSULTANT's performance of similar services. For each reference, provide a current phone number and e-mail address. References may not be present or former CITY employees.

Provided hereafter are three (3) recent references who may be contacted in regard to VSA's performance of similar services.

Project	Brownsville Public Utilities Board
Reference Name	Eduardo Martinez
Reference Title	Health and Safety Security Manager
Reference Telephone Number	(956) 983 - 6263
Email	emartinez@brownsville-pub.com

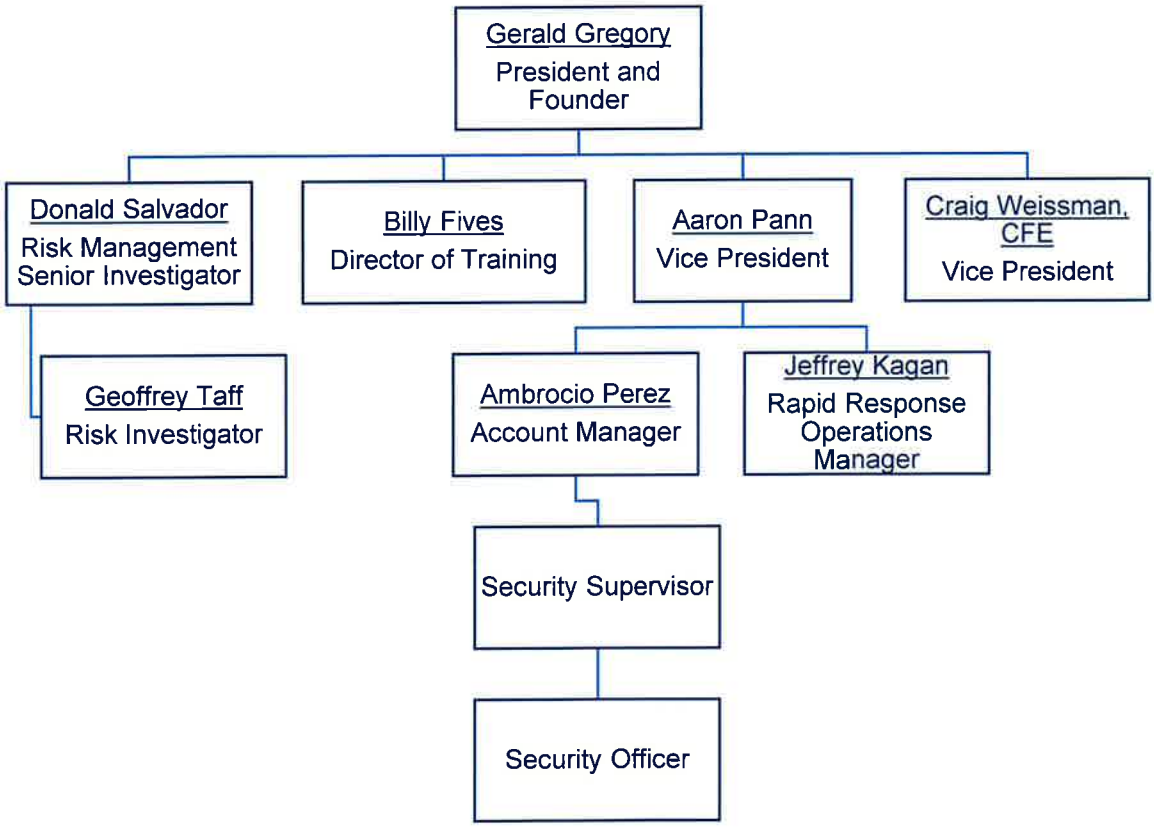
Project	Texas A&M
Reference Name	Rick Margo
Reference Title	Executive Director
Reference Telephone Number	(956) 271 - 1341
Email	Rickmargo@tamu.edu

Project	Harris County – Office of the County Engineer
Reference Name	Shone Sigue
Reference Title	Security Manager
Reference Telephone Number	(713) 503 – 5175
Email	shone.sigue@harriscountytx.gov

e. Provide an organizational chart, including team members' roles.

Through procurement, I Gerald Gregory (President) will be the main point of contact. Supported by Deputy Chief Aaron Pann (Vice President) and Craig Weissman, CFE (Vice President), I will ensure proper implementation of services, coordination of efforts, and establishment of communication lines for the express purpose of providing the highest caliber of security to the City.

After the contract start date, and beyond our officers' daily operations, VSA proposes Ambrocio Perez as the Account Manager and main point of contact for the City: a dedicated Account Manager who reports directly to Deputy Chief Pann. Should the City seek to have a 100% dedicated Account Manager (or Post Commander), VSA can comply, providing greater oversight and attention to contractual needs.



In addition to VSA's Key Personnel listed, we never want communications to be completely reliant on one individual. VSA ensures the main point of contact (finalized upon award) is supported by our immense network of resources and resource support. This means the City will have access to VSA support staff which includes our 24/7 National Dispatch Center, Flex-Force Officers, our Rapid Response Team, Roving Supervisors, and our Corporate Administration Team. By including this resource personnel, VSA ensures all security needs for this contract are fully met and exceeded. Summaries for these positions are provided hereafter:

- **24/7 National Dispatch Center** – VSA handles emergency requests and is available to respond immediately, assuring unbroken coverage for every client. Our 24/7 National Dispatch Center is staffed twenty-four (24) hours a day, seven (7) days a week by five (5) dispatchers and one (1) commanding officer, available at all times to provide hands-on customer service, uninterrupted security coverage, and accelerated response times for all other requests.

- **Flex-Force Officers** – To guarantee a breakless continuity of quality coverage, we keep a reserve of local officers who will also be trained at City facilities and thus are already familiar with tasks and duties for easy implementation.

- **Rapid Response Team** – Licensed and assigned to each state, this team receives specialized training to handle all sorts of emergency issues. Established and implemented at the height of the COVID-19 pandemic, this team was so successful we ensured their inclusion as a VSA mainstay able to supplement emergency situations and other similar security needs.

- **Field Supervisors** – To immediately respond to and fill coverage gaps (e.g., from a no-call or no-show), we have roving supervisors on duty during all active coverage hours, to be available as a temporary replacement while a Flex-Force Officer is en-route.

- **Corporate Administration Team** – VSA greatly leverages the resources available from our corporate office. Primary administrative operations are conducted remotely in San Antonio, TX. This office houses such personnel teams for litigation support, risk management, accounting, document and report generation, and more, ensuring every contract has the resources and support they need to operate in the field and focus on the security duties at hand. Additionally, VSA has a local office and infrastructure in Brownsville available to help with additional needs such as training, scheduling, inventory management, and more.

f. If SECURITY SERVICE CONSULTANT has had experience working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.

VSA does not have experience working as a member of a joint venture or team.

g. If submitting as a team or joint venture, list any projects which reflect the cooperative efforts of the proposed team.

VSA is not submitting as a team or joint venture.

D. Quality of Service:

a. Discuss SECURITY SERVICE CONSULTANT's approach to developing the tasks and deliverables for the services requested by this RFP.

As experts in the security, surveillance, and monitoring fields, we are well aware that monitoring is most effective when implemented from multiple angles. In our mission to develop the tasks and deliverables for the security services requested, we encourage further assistance and involvement from the City toward the discovery of areas of concern in order to craft solutions collaboratively and add or remove tasks, as needed. However, VSA can provide complete, comprehensive security services individually if the City deems its involvement unnecessary. Still, we would like to engage the City to understand additional issues such as problem areas, requests for areas that may require more attention, and additional insight.

Toward the development of tasks and deliverables – upon award and contract execution – VSA provides greater preparedness by implementing an industry-standard 30-day Transition Schedule. VSA outlines and accounts for all contractual needs which includes dedicated dialogue that asserts such details as training to be conducted, the total number of personnel needed to provide for regular services, and additional information that may not have been included with the RFP. VSA begins this process immediately upon notification of award to confirm and ensure all details relating to day-to-day operations, logistics, staffing level, planning, security operations and security protocol, threat intrusion prevention and more.

VSA Sample Transition Schedule

Task	Week			
	1	2	3	4
On-Site Survey	■			
Meet with Stakeholders	■			
Establish Lines of Communication	■			
Vet and Contact Incumbent Personnel	■			
In-Person Review of Employee Candidates		■		
Finalize Training Programs and Documents		■		
Initial Orientation/Classroom Training			■	
Issue Uniforms			■	
Site-Specific Training			■	
Work Schedule Developed				■
Re-Fit/Re-Issue Uniforms				■
Final Transition Review/Stakeholders Sign-Off				■
Weekly Meetings with Stakeholders	■	■	■	■

VSA will begin direct dialogue with key stakeholders to designate responsibility, assign communications, and confirm all other necessary details (e.g., uniforms, personnel

coverage, etc.) in order to carry out security services in accordance with requested needs and preferences. Our transition schedule is founded upon dialogue implemented for the discovery and implementation of tasks and deliverables thus ensuring quality performance.

Implementation of such tasks and deliverables will come through the utilization of a diverse range of physical and virtual capabilities, which includes but is not limited to the following:

- **On-Site Inspections**: Supervisors and managers will conduct physical surveys of customer sites and posts while guards are on-duty, at both random (approved) and scheduled intervals. In addition, on-site inspections will evaluate the effectiveness of access control measures.
- **GPS Guard Tracking**: VSA uses a web-based application **TrackTik** which allows us to track the physical location of guards via "Geofencing" to monitor their presence at posts when on-duty. This is primarily our means of ensuring continuous coverage. Through TrackTik we can even implement mandatory "selfie check-ins" for guards at post.
- **24-Hour Communications and National Dispatch Center**: Our multi-million-dollar National Dispatch Center and team of world-class dispatchers can monitor sites remotely; in addition, our corporate management team has direct access to dispatch footage via their personal office desktops, laptops, and even mobile phones, a feature which drastically improves corporate oversight.
- **Post Orders:** Post orders will be created in concert with the City, upon award, to ensure all officers provide satisfactory security services. This will further assure the successful management of day-to-day operations, logistics, staffing level, planning, security operations and security protocol, threat intrusion prevention and all other aspects of services intended for the purpose of securely managing the ingress and egress within and surrounding the facilities receiving service.
- **Innovative Technology:** VSA includes TrackTik and MITC software to assist with such needs as scheduling, improved patrols, reporting, communication, and more for the greater assurance of daily security operations.
- **VSA Training:** Upon award, we finalize all training details with the City in order to ensure approved officers thoroughly understand their responsibilities and the City's goals. Further, all VSA employees are subject to our Initial and Intermittent Training which will be further molded to account for needs to meet this specific project. Training starts with in-depth security modules that ensure all officers are professional, proficient, and productive upon deployment. Additional training modules can include such requirements as CPR and medical First Aid, Sensitivity Training, Customer Service, and De-Escalation Training.
- **Continuous Coverage Plan:** VSA hires and maintains 20% more than the minimum number of officers needed to fulfill the requested security services. VSA provides infrastructure and support through teams such as our Flex-Force Officers, Field Supervisors, and Rapid Response Team, all cross-trained to provide support services, as needed.

- **Screening:** VSA screening is comprised of three (3) stages: automated review, in-person assessments and background checks & verification. This screening includes assessments at various levels and includes multiple VSA personnel to ensure the best candidates are selected.

b. SECURITY SERVICE CONSULTANT's Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract.

VSA is completely available to provide security services for the City. VSA does not have any concurrent or near future commitment that would impede our ability to perform this contract.

c. Describe SECURITY SERVICE CONSULTANT's policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality practices, etc.)

In ensuring the recruitment of quality services and staff, VSA is committed to rigorous and selective screening and vetting which guarantees hiring the most competent, reliable, and trustworthy security personnel, qualified and licensed to carry out their duties. We will also open dialogue to provide opportunities for any officers the City may seek to retain or specifically exclude.

VSA will recruit potential candidates, as necessary, by running advertisements on various online platforms, attending job fairs, posting flyers, and more which allows us to reach the largest number of candidates possible. Our rigorous screening process is comprised of three stages: **Automated Screening**, **In-Person Assessments**, and **Background Checks & Verification**. VSA uses a third-party vendor for background checks and drug screening. These methods have contributed to a nationwide turnover rate that has not exceeded 30% over the last three (3) years.

Additionally, all requirements will be modified to hire personnel for listed positions and for the project's unique needs. To hire proper staff for these City facilities and comply with the security services requested, we will ensure that all officers assigned are appropriate for the contract by utilizing a checklist of provided requirements. Security officers must fulfill all checklist items before being considered for assignment to this contract. Such a checklist, like the sample to follow, will be amended and expanded based on listed position requirements and any additional directives provided:

Requirement	Met?
High school education or equivalent.	✓
Be 21 yrs. of age or older.	✓
Be a citizen of the United States.	✓
Possess the ability to understand and apply various rules and regulations.	✓
Possess ability to maintain poise and self-control under stress.	✓
Speak in clear and distinct English such that he/she can readily be understood on radio and telephone.	✓
Be in good physical health without defects or abnormalities which would interfere with the performance of their duties; and	✓

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 or the United States prior to assignment at the City.	✓

Sample checklist used for Security Officer Level I Position.

Checklists are made for individual positions, ensuring all requirements are met and fulfilled. Further, VSA will make standards and expectations known to all employees working on the project, will have written codes of conduct, and will implement corrective procedures for the development of our officers and better servicing throughout City facilities. Any specifically recommended corrective procedures (firing, re-training, etc.) will be prioritized and implemented and VSA will remove and replace any security officer from assignment if directly requested. These standards set the foundation for our officers' approach and mindset. Beyond this, we provide a wealth of resources that support our officers' abilities and give them the best opportunity to meet and exceed expectations as set forth. VSA will address any concerns (e.g. behavioral concerns) brought up during the transition period and ensure appropriate staffing. All officer candidates will be submitted for approval before assignment to any City post.

After seeking approval of incumbent officers and offering their "Right of First Refusal," VSA works to hire new officer personnel who are uniquely qualified for the needs of a new contract. While VSA maintains infrastructure and personnel in the surrounding area, there is a greater need to consider the needs of an awarded project, hire personnel suited for those requirements, and build additional infrastructure that complements our existing footprint while incorporating new requirements for security coverage. As part of our Transition Plan, VSA will conduct a comprehensive hiring process, submitting all candidates for approval and ensuring that all personnel can fulfill the security coverage required of this project at the highest level. This includes hiring 20% more personnel than the minimum requirement to staff posts, ensuring available reserves for the purpose of substituting staffing in situations where employees are late or fail to report for duty (excused and/or unexcused).

A major part of VSA's qualifications come from the implementation of a Training Plan that ensures all security officers are well-trained, professional, and able to fulfill every facet of their responsibilities. Additionally, we re-train every officer under VSA's comprehensive training regimen to ensure their abilities continually meet our standards as well as the unique requirements outlined by the City. Upon hiring, all employees (new and incumbent) must attend orientation which includes sexual harassment training. All VSA employees are subject to the following training regimen, which will be further molded to account for needs as outlined by the City and submitted for approval before full implementation:

Type	Description
Initial Training	VSA provides comprehensive pre-assignment training to familiarize security officers with City protocols and

	requirements. Training modules and courses may include but are not limited to: ❖ Officer Conduct and Ethics ❖ Legal Powers and Limitations ❖ Effective Communication ❖ Report Writing ❖ Customer Service ❖ Patrol Procedures ❖ Hazard Reporting ❖ Facility Layout ❖ Verbal Judo I & II ❖ Access Control ❖ Emergency Evacuation
Training Gap Analysis	Training gap analysis ensures that all security officers continually meet VSA and City standards. To do this, VSA ensures that all training requested is completed through the proper organizations. However, to expand our access and have greater flexibility in officer training and certification, key VSA members undergo individual certification to supplement areas commonly requested with security officer services. We identify and address training gaps and additional certification requirements such as: ❖ CPR/First Aid ❖ Sensitivity Training ❖ Report Writing
Site-Specific/ On-the-Job Training	VSA will ensure our security officers meet all training requirements as requested by the City in terms of location, radio communications, layout, special conditions, and their role and responsibility as a security officer for the City. Officers are subject to further approval to ensure proper staffing as needed.
Customer Service & De-Escalation Training	To further ensure the dissemination of knowledge appropriate for the City's needs, VSA will provide Sensitivity Training for working with diverse populations, developing mediation skills, and communicating effectively with the community. This module includes topics relating to ethnicity, education, religion, gender, and disabilities. Also included are our "Verbal Judo I and II" and "Effective Communication" Modules, which provide insight on community awareness, non-verbal communication, the diffusion of aggressive behavior, and proper dialogue.
Retraining and Recertification	Retraining and recertification will occur as needed for validity and in consideration of task changes. Developmental Training includes, but is not limited to:

	❖ Conflict Management ❖ Effective Patrol Techniques ❖ Response Protocol ❖ Incident Investigation ❖ Reporting and Apprehension

Our security successes are strongly based on our Initial and Intermittent Training implemented throughout an officer's career. To ensure that all officers staffed for the City reflect the requests as they are set forth by the City, VSA molds such items as training programs to include such conditions as but not limited to age/experience requirements, state training requirements, licensing requirements, CPR/AED, and medical First Aid training. All VSA modules include Pass/Fail Testing for every module which ensures all required training is accomplished and that all officers know and understand everything they are taught, asking questions for clarification as necessary.

Quality Control Plan

VSA has a longstanding tradition of implementing our time-tested Quality Control Plan (QCP) to measure service effectiveness, track progress, and ensure that our clients receive high quality service throughout the entire life of the contract. VSA's QCP is part of a comprehensive contract compliance methodology that helps continually improve our performance in key areas, across multiple contracts simultaneously. Quality control personnel are designated and assigned upon award, the exact combination of which is dependent on the unique needs and provisions of each contract. The points of contact ensure this QCP can be a combination of executive personnel, on-site supervisory personnel, local/branch/area/regional managers and will be solidified in conversation, if awarded. This process is conducted through our Key Performance Indicator (KPI) Review, which includes measurable data through a customizable sample scorecard like the one provided hereafter.

Key Performance Indicator Scorecard (Sample)		Period of Review:	
Indicators	**Criteria**	**Score**	**Comments**
Billing	Demonstrated accuracy in recording billable rates, dates, and hours worked. Invoices are accurate and delivered on time.	93.3%	
Officer Performance	VSA officers consistently perform required tasks and duties. They have proper training and understanding of client systems and policies. Officers actively monitor locations in accordance to post requirements.	85%	
Management	VSA managers respond to problems in a professional and timely manner. VSA managers demonstrate a commitment to reducing incidents and improving service quality.	93.3%	
Post Order Compliance	VSA maintains and updates post orders and other operational documents. Post orders are reviewed with the City for accuracy. VSA security officers consistently adhere to post orders in their day-to-day duties.	82%	
Client Satisfaction	VSA regularly engages with and solicits feedback from client stakeholders in order to ensure that their perceived and actual level of safety on-site remains high. When issues	98.3%	

	threaten the clients' perceived level of safety, VSA resolves these issues quickly, efficiently, and in a matter which reinforces the clients' perceived level of safety.		
Overall Site Evaluation	VSA's overall site performance excels in the areas of billing, officer performance, management, post order compliance, and client satisfaction.	90.38%	

Traditionally, our Quality Control Team (QCT) conducts regular meetings (e.g. quarterly) to ensure site surveys are completed and reviewed through a guaranteed, auditable baseline. These surveys can be modified as needed to include preferred indicators recognized as most important by the City. KPI Scorecards are sent to designated liaisons as well as to VSA supervisors to create aggregated and objective measurable performance, upon which we can create reviewable KPI Reports in order to maintain or improve upon provided services. This process allows for the rating of security services on a percentage basis (quantitative feedback) as well as additional commendations and recommendations (qualitative feedback), providing a holistic appraisal. VSA's quality control, assurance, and contract compliance methods have helped improve our performance in key areas across multiple contracts.

Based on the completed scorecards (which assess the previous quarter of service provided), KPI Reports are created for dissemination at designated meetings. Aggregated data (from the previous quarter) is presented to the City for review; if the scores from any site fall below a minimum expectation of service, VSA takes immediate corrective action to review and resolve any issues as they happened, implementing modifications to services provided as necessary. VSA is available for regular meetings, as needed.

VSA will use this QCP and the results created therein to ensure that the City continuously receives high quality security services. Through the monitoring of all tasks and services, VSA identifies and prevents deficiencies in the quality provided before performance becomes unacceptable.

d. If SECURITY SERVICE CONSULTANT has ever had a contract terminated or has been dismissed due to alleged unsatisfactory performance, state when, where and why the contract was terminated and/or Security Consultant dismissed, the client's name, and the contact person's phone number.

VSA has never had a contract terminated nor has been dismissed due to alleged unsatisfactory performance.

C. Required Certifications and Submittal

Provided hereafter are required certifications inclusive of licenses, certifications, and assurance as required by the Texas Board of Private Investigators and Private Security Agencies and the Texas Department of Public Safety. Hereafter are forms provided by the City, completed by VSA which include:

- Current Insurance Certificate
- Proprietary Documents

- Conflict of Interest
- House Bill 89 Verification
- Senate Bill 13 Verification
- Senate Bill 19 Verification
- Noncollusion Affidavit
- Form 1295 Certificate of Interested Parties
- Chapter 176 of the Texas Local Government Code Conflict of Interest
- Attachment II – Additional Cost
- Attachment IV – Insurance Requirements
- Attachment V – Insurance Requirement Acknowledgement
- Attachment VI – Project Requirements Acknowledgement
- Attachment VII – Litigation Disclosure Form
- Attachment VIII – Security Consultant Qualifications General Questionnaire
- Attachment IX – Signature Page
- Attachment X – Submittal Checklist

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2023

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

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

PRODUCER	CONTACT NAME: Jennifer LeRoy
El Dorado Insurance Agency, Inc. El Dorado Sec Srvs Ins Agy 3673 Westcenter Drive Houston TX 77042	PHONE (A/C, No, Ext): (713)521-9251 FAX (A/C, No): (713)521-0125 E-MAIL ADDRESS: jleroy@eldoradoinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Vets Securing America, Inc. 3363 E Commerce St Suite 132 San Antonio TX 78220	INSURER A: Lexington Insurance Company	19437
	INSURER B: National Union Fire Ins Co Pittsburgh I	19445
	INSURER C: Navigators Specialty Insurance Company	36056
	INSURER D: Sunz Insurance Company	34762
	INSURER E: Hartford Fire Insurance Co.	19682
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** VETS TX (certs) (12/23) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			080878076	11/19/2023	11/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			019321961	11/19/2023	11/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			HO23EXCZ0CNBHIC ($5M x $2)	11/19/2023	11/19/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC100-00161-024	1/1/2024	1/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	1st & 3rd Party Crime			13BDDIT8512	11/24/2023	11/24/2024	Aggregate	2,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./JL03

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Vets Securing America

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

September 18, 2024

Date

HOUSE BILL 89 VERIFICATION

I, Gerald A. Gregory, the undersigned representative of

Vets Securing America, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Gerald A. Gregory, President

TYPE/PRINT NAME AND TITLE:

September 18, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Gerald A. Gregory, the undersigned representative of

Vets Securing America, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Gerald A. Gregory, President

TYPE/PRINT NAME AND TITLE:

September 18, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Gerald A. Gregory, the undersigned representative of

Vets Securing America, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Gerald A. Gregory, President

TYPE/PRINT NAME AND TITLE:

September 18, 2024

DATE:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1217440

Date Filed:
09/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Vets Securing America
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-020
Professional Security Guard Services, Edinburg, TX

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Vets Securing America	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Gerald A. Gregory, and my date of birth is June 25, 1961.

My address is 3363 E. Commerce St., Suite 132 (street), San Antonio (city), TX (state), 78220 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Los Angeles County, State of California, on the 20 day of Sept. (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

September 18,2024

Company/Vendor Name:

Vets Securing America

Printed Name and Title:

Gerald A. Gregory

Authorized Signatory:

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: Supervisor	Per Hour - $28.79
5		
6		
7		

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience** *Has worked for The CITY (10 Points) *Has worked at locations that were located in this general region. (10 Points) *Extent of experience in project area (10 Points) *Has operated for 3 to 5 years. (10 Points)	Points Based	40 *(40% of Total)*
2.	**Work Performance** *Work product is of high quality (10 Points) *Past performance (10 Points)	Points Based	20 *(20% of Total)*
3.	**Capacity to Perform** *Professional liability insurance is in force (5 Points) *Adequacy of Resources (5 Points) *Staffing Level/Experience of Staff (5 Points)	Points Based	15 *(15% of Total)*
4.	**Edinburg Business** Is the firm located in the City of Edinburg?	Points Based	5 *(5% of Total)*
5.	**Proposed Pricing** Firms proposed pricing	Points Based	20 *(20% of Total)*

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Gerald A. Gregory, authorized representative for Vets Securing America,
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☐ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☑ Have already been met (see attached copy of insurance certificate).

_____ September 18,2024

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Gerald A. Gregory, possess all of the APPLICABLE:

1. Licenses: Certification of Private Security Licensure

2. Bonds: N/A

3. Certificates: Certificate of Liability Insurance, Certificate of Interested Parties (1295)

4. Permits: N/A

5. Other: Letter of Good Standing, Incident Report (Sample), Daily Log Report (Sample), Invoice (Sample)

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

9/18/24
Date

Vets Securing America
Company

3363 E. Commerce St., Suite 132
Address

San Antonio, TX 78220
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Vets Securing America, Inc.
(full, correct legal name)
2. Address: 3363 E. Commerce Street, Suite 132, San Antonio, Texas 78220

3. Telephone/Fax: (800) 441 - 1808 / (424) 421 - 7123

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

5. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

6. Where is the Company's corporate headquarters located? San Antonio

7. a. Does the Company have an office located in Edinburg, Texas?

   Yes____ No✓

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Edinburg office. _____

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

   Yes____ No✓

   b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

   Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Gerald A. Gregory
Address: 3363 E. Commerce Street, Suite 132, San Antonio, TX 78220
Telephone: (800) 441 - 1808
Fax: (424) 421 - 7123
Email: Jerry@vetssecuringamerica.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.
dba Vets Securing America

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Vets Securing America

Company Address:
3363 E. Commerce, Suite 132

City, State, Zip Code:
San Antonio, TX 78220

Historically Underutilized Business (State of Texas) Certification VID

Number: N/A

Telephone No. (800) 441 - 1808 Fax No. (424) 421 - 7123

Email jerry@vetssecuringamerica.com

Print:

Name: Gerald A. Gregory Signature:

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	✓
Additional Cost (Attachment II in RFP)	✓
RFP Evaluation Criteria (Attachment III in RFP)	✓
Insurance Requirements (Attachment VI in RFP)	✓
*Insurance Requirement Acknowledgement (Attachment V in RFP)	✓
*Project Requirements Acknowledgement (Attachment VI in RFP)	✓
*Litigation Disclosure (Attachment VII in RFP)	✓
General Questionnaire (Attachment VIII in RFP)	✓
*Signature Page (Attachment IX in RFP)	✓
Submittal Checklist (Attachment X in RFP)	✓
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

D. Proposal Pricing/Delivery

VSA has prepared the following pricing which is inclusive of all items requested in the City's proposal. This hour-rate fee covers all stated items outlined by the solicitation and reflects current requirements for compliance with Federal Wage and Hour Standard. Please review pricing details provided as part of the given form: Attachment I Proposal Pricing. Additionally, VSA reiterates pricing (e.g. hour-rate fees) below for City convenience:

Item	Hour-Rate Fee
Armed Guard	$ 26.89
Unarmed Guard	$ 22.75
Supervisor	$ 28.79
Vehicle/ATV	$ 2,000 / month

VSA has also prepared the following supplemental information (e.g. wage survey, transition schedule) for a comprehensive overview of proposal pricing and delivery of services for the City.

As part of our cost proposal, we prepare rates that include a depth of services that account and provide for both tangible and intangible situations. VSA creates savings over the long term by planning for every possible need in the security services realm. We prepare an all-inclusive rate for the client which includes costs for superior officer training, above-average wages, systems maintenance, resource support, automated procedures, proficient methodologies, guard tracking (Guard Tour) technology and electronic reporting, a 24/7 National Dispatch Center, and a flat management approach. Investing in and providing this greater infrastructure ensures premier security services through valuable characteristics like trusted personnel, higher retention rates, and protections through preventative measures.

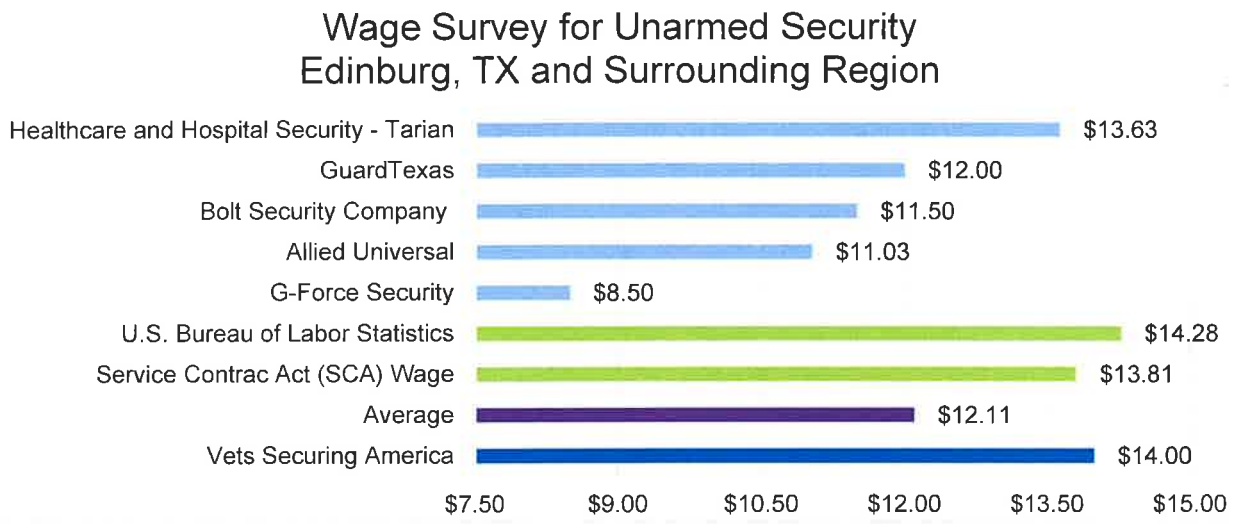
Officer Wage Survey

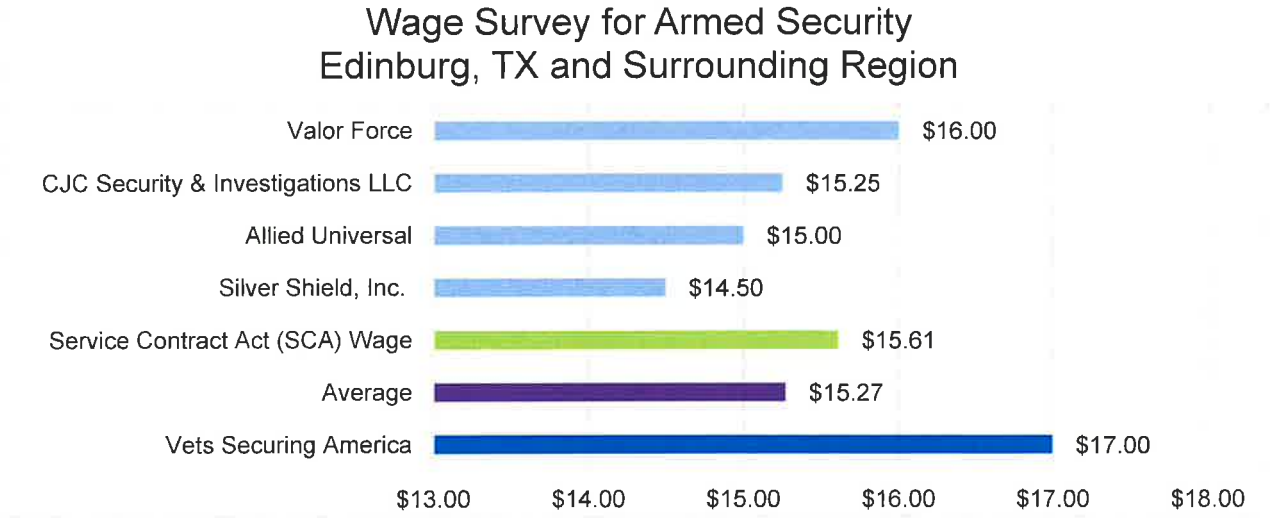
As a supplement to our cost proposal, VSA conducts wage surveys for the purpose of assessing competition in a specific region and ensure that we provide competitive, higher-than-average wages for our officers. The wage survey for Edinburg, TX provided hereafter, provides insight to how VSA positions itself to attract the most qualified candidates and subsequently compensate them accordingly. Conducting this wage survey and offering above-average wages assists with greater retention of officers as well as raising the bar for expectations, showing that we are not merely hiring warm bodies. The information provided by the following graphs reflects current job listings for unarmed security officers and armed security officers:

6. Pricing Proposal

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$26.89
2	Unarmed Guard	Per Hour	$22.75
3	Vehicle / ATV	Per Month	$2,000.00
4	*Other:___ Include in Attachment II ____ Supervisor	Per Hour	$28.79
*** Designate Other additional cost either per Hour/Day/Month**			





The average hourly wage for unarmed security officers compiled from other security companies for similar positions is $12.11 per hour. Additionally, the average hourly wage for armed security officers compiled from other security companies for similar positions is $15.27 per hour. After consideration of these averages, established wages from the Service Contract Act (SCA) and the U.S. Bureau of Labor Statistics, details directly from the RFP, and internal deliberation (which comes from Executive Management with 100+ years of relevant experience), VSA proposes the following pay rates:

Position	Pay Rate per Hour
Unarmed Officer	$14.00
Armed Officer	$17.00

Offering competitive wages and appropriate increases helps with recruitment and retention, ensures a higher caliber of security officer, and delivers a value for which there

is no replacement. VSA includes this information in addition to our proposed rates as evidence of recruitment and retention strategies focused on hiring only highly qualified security professionals that will streamline our services for this contract. VSA will further ensure the provision of higher wages for any supervisory positions and reserves the right to offer higher pay based on experience. VSA wants to select the right applicants the first time; that they have acumen appropriately relating to the composure, training, protections, practices, and know-how required for security services.

VSA implements a variety of standard procedures to incentivize employees and ensure their dedication to the clients they serve. Our proposed rates and additional benefits have proven effectiveness in allowing VSA to conduct the proper training and provide experienced, exceptional resource support to officers who have the competence and wherewithal to meet and exceed this project's requirements and goals; we hope we have done our best to genuinely express that.

Transition Schedule

Through a vetted Transition Schedule, VSA begins the implementation of communications and services immediately upon notice of award. Our industry standard 30-day Transition Schedule includes tasks that account for the establishment of time and budget constraints, communication lines, establishment of relationships, coordination of project activities, responsibilities, and identification of tools. We implement comprehensive planning on every contract to limit solvable factors, enhance response times, and improve the overall delivery of security services. VSA begins this process immediately upon notification of award to confirm and ensure all details relating to day-to-day operations, logistics, staffing level, planning, security operations and security protocol, threat intrusion prevention and more. VSA will begin direct dialogue with key stakeholders to designate responsibility, assign communications, and confirm all other necessary details (e.g., uniforms, personnel coverage, etc.) in order to carry out security services in accordance with requested needs and preferences.

VSA Sample Transition Schedule

Task	Week			
	1	2	3	4
On-Site Survey	■			
Meet with Stakeholders	■			
Establish Lines of Communication	■			
Vet and Contact Incumbent Personnel	■			
In-Person Review of Employee Candidates		■		
Finalize Training Programs and Documents		■		
Initial Orientation/Classroom Training			■	
Issue Uniforms			■	
Site-Specific Training			■	
Work Schedule Developed				■
Re-Fit/Re-Issue Uniforms				■
Final Transition Review/Stakeholders Sign-Off				■
Weekly Meetings with Stakeholders	■	■	■	■

VSA's Transition Schedule can be adjusted or expedited as necessary to accommodate any and all City needs. This ensures greater transparency through a clear technical operating plan that guides the security services to be provided. Should there be gaps of information or uncertainties herein, please do not hesitate to make specific requests for information further detailing our processes, policies, and procedures as they would relate to security services.

In our mission to fully satisfy the requests made and set forth by our clients, we encourage further assistance and involvement in the discovery of areas of concern in order to craft solutions collaboratively and add or remove tasks, as needed. Accordingly, upon award and contract execution, VSA provides greater preparedness by implementing this industry-standard 30-day Transition Schedule. VSA accounts for all contractual needs which includes dedicated dialogue that asserts such details as training to be conducted, the total number of personnel needed to provide for regular services, and additional information that may not have been included with the RFP.

E. Descriptive Literature

VSA provides no additional "Descriptive Literature" at this time.

F. Contractor Background Information

Founded in 2008, VSA is a corporation with nationwide infrastructure created to provide former military and law enforcement members a stable and rewarding means of employment. VSA is a certified, licensed, and qualified corporation complete with resources, equipment, and a 24/7 National Dispatch Center available upon award. Over the last 16 years, VSA has grown organically to provide security services nationwide by way of approximately 6,000 employed personnel and 50+ offices in key cities and a hands-on executive management team with over 100 years of security experience, thus ensuring the City with the highest caliber of security services, if awarded.

Through procurement, I, Gerald Gregory (President), will be the main point of contact. Supported by Deputy Chief Aaron Pann (Vice President) and Craig Weissman, CFE (Vice President), I will ensures proper implementation of services, coordination of efforts, and establishment of communication lines for the express purpose of providing the highest caliber of security to the City.

After the contract start date, and beyond our officers' daily operations, VSA proposes Ambrocio Perez as the Account Manager and main point of contact for the City: a dedicated Account Manager who reports directly to Deputy Chief Pann. Should the City seek to have a 100% dedicated Account Manager (or Post Commander), VSA can comply, ensuring services are wholly provided for and not shared with other local accounts.

Please see hereafter for an overview of VSA's experience with jobs in similar magnitude and cost as that of the City's.

Project	Brownsville
Date Services Provided	2019 – Current
Reference Name	Eduardo Martinez
Reference Title	Health and Safety Security Manager
Reference Telephone Number	(956) 346 - 6044
Scope of Services	VSA provides BPUB with security services at their water towers, wastewater lift stations, water treatment plants, power plants, and safeguards against security threats and domestic terrorism. BPUB is the largest of three electric providers in the city of Brownsville, as well as the largest water provider for the city. Our approach for BPUB involves a multi-pronged and resistant "Protection in Depth" strategy that utilizes crime prevention through environmental design, extensive exercises to improve and maintain performance standards including tabletop exercises, walkthrough drills, functional drills, relocation drills, evacuation drills, and full-scale exercises), as well as the fostering of a culture of safety and esprit de corps in the level of security provided at BPUB facilities.

Project	Texas A&M
Date Services Provided	2018 – Current
Reference Name	Rick Margo
Reference Title	Executive Director
Reference Telephone Number	(281) 210 - 3815
Scope of Services	VSA provides unarmed security services for Texas A&M University concerning their Higher Education Center. Duties included a visible presence, patrolling, and proper reporting.

Project	TxDot Austin
Date Services Provided	2023 – current
Reference Name	Denis Tredeau
Reference Title	Facilities Coordinator
Reference Telephone Number	(512) 497 - 6248
Scope of Services	VSA provides multiple TxDOT locations in Austin, including the Austin District Headquarters Campus, the TxTag Toll Operations Center, and the TxTag Customer Service Center with armed and unarmed security services. Services include making

	reasonable efforts to protect TxDOT employees, providing foot patrol and surveillance, screening employees and visitors, guarding the interior and exterior areas (inclusive of parking lots and garages), and more.

G. References

Provided hereunder are three (3) references of projects similar to the City's where VSA has provided like services:

Name of Firm	Brownsville
Name of Representative	Eduardo Martinez
Address	1495 Robinhood Dr, Brownsville, Texas 78521
Telephone Number	(956) 346 - 6044

Name of Firm	Texas A&M
Name of Representative	Rick Margo
Address	2801 Technology Forest Blvd., The Woodlands, Texas 77381
Telephone Number	(281) 210 - 3815

Name of Firm	TxDot Austin
Name of Representative	Denis Tredeau
Address	12719 Burnet Road, Austin, Texas 78727
Telephone Number	(512) 497 - 6248

H. Affidavit

Attached hereafter is the "Noncollusion Affidavit of Prime Bidder" Form completed by VSA, for City review.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Gerald A. Gregory, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Vets Securing America, the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

Subscribed and sworn to me this 20 day of September 2024.

By: Gerald A. Gregory

Notary Public

LYNDON DUMLAO DE LA CRUZ
Notary Public - California
Los Angeles County
Commission # 2480944
My Comm. Expires Feb 2, 2028

My commission expires Feb. 2. 2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2023

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

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

PRODUCER	CONTACT NAME: Jennifer LeRoy
El Dorado Insurance Agency, Inc. El Dorado Sec Srvs Ins Agy 3673 Westcenter Drive Houston TX 77042	PHONE (A/C, No, Ext): (713)521-9251 FAX (A/C, No): (713)521-0125 E-MAIL ADDRESS: jleroy@eldoradoinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Vets Securing America, Inc. 3363 E Commerce St Suite 132 San Antonio TX 78220	INSURER A: Lexington Insurance Company	19437
	INSURER B: National Union Fire Ins Co Pittsburgh I	19445
	INSURER C: Navigators Specialty Insurance Company	36056
	INSURER D: Sunz Insurance Company	34762
	INSURER E: Hartford Fire Insurance Co.	19682
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** VETS TX (certs) (12/23) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			080878076	11/19/2023	11/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			019321961	11/19/2023	11/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			HO23EXCZ0CNBHIC ($5M x $2)	11/19/2023	11/19/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC100-00161-024	1/1/2024	1/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	1st & 3rd Party Crime			13BDDIT8512	11/24/2023	11/24/2024	Aggregate	2,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./JL03

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

September 18,2024

Company/Vendor Name:

Vets Securing America

Printed Name and Title:

Gerald A. Gregory

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Gerald A. Gregory, the undersigned representative of

Vets Securing America, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Gerald A. Gregory, President

TYPE/PRINT NAME AND TITLE:

September 18, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Gerald A. Gregory, the undersigned representative of

Vets Securing America, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Gerald A. Gregory, President

TYPE/PRINT NAME AND TITLE:

September 18, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Gerald A. Gregory, the undersigned representative of

Vets Securing America, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Gerald A. Gregory, President

TYPE/PRINT NAME AND TITLE:

September 18, 2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Gerald A. Gregory, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Vets Securing America, the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

Subscribed and sworn to me this 20 day of September 2024.

By: Gerald A. Gregory

Notary Public

LYNDON DUMLAO DE LA CRUZ
Notary Public - California
Los Angeles County
Commission # 2480944
My Comm. Expires Feb 2, 2028

My commission expires Feb. 2. 2028

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Vets Securing America

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

September 18, 2024

Date

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: Supervisor	Per Hour - $28.79
5		
6		
7		

ATTACHEMNT IV
INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to the CITY hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;

5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Gerald A. Gregory, authorized representative for Vets Securing America,
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☐ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☑ Have already been met (see attached copy of insurance certificate).

_____ September 18,2024

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Gerald A. Gregory, possess all of the APPLICABLE:

1. Licenses: Certification of Private Security Licensure

2. Bonds: N/A

3. Certificates: Certificate of Liability Insurance, Certificate of Interested Parties (1295)

4. Permits: N/A

5. Other: Letter of Good Standing, Incident Report (Sample), Daily Log Report (Sample), Invoice (Sample)

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

9/18/24
Date

Vets Securing America
Company

3363 E. Commerce St., Suite 132
Address

San Antonio, TX 78220
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Vets Securing America, Inc.
(full, correct legal name)
2. Address: 3363 E. Commerce Street, Suite 132, San Antonio, Texas 78220

3. Telephone/Fax: (800) 441 - 1808 / (424) 421 - 7123

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

5. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

6. Where is the Company's corporate headquarters located? San Antonio

7. a. Does the Company have an office located in Edinburg, Texas?

   Yes____ No✓

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Edinburg office. _____

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

   Yes____ No✓

   b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

   Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Gerald A. Gregory
Address: 3363 E. Commerce Street, Suite 132, San Antonio, TX 78220
Telephone: (800) 441 - 1808
Fax: (424) 421 - 7123
Email: Jerry@vetssecuringamerica.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.
dba Vets Securing America

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Vets Securing America

Company Address:
3363 E. Commerce, Suite 132

City, State, Zip Code:
San Antonio, TX 78220

Historically Underutilized Business (State of Texas) Certification VID

Number: N/A

Telephone No. (800) 441 - 1808 Fax No. (424) 421 - 7123

Email jerry@vetssecuringamerica.com

Print:

Name: Gerald A. Gregory Signature:

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	✓
Additional Cost (Attachment II in RFP)	✓
RFP Evaluation Criteria (Attachment III in RFP)	✓
Insurance Requirements (Attachment VI in RFP)	✓
*Insurance Requirement Acknowledgement (Attachment V in RFP)	✓
*Project Requirements Acknowledgement (Attachment VI in RFP)	✓
*Litigation Disclosure (Attachment VII in RFP)	✓
General Questionnaire (Attachment VIII in RFP)	✓
*Signature Page (Attachment IX in RFP)	✓
Submittal Checklist (Attachment X in RFP)	✓
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[2 ZERO 5 SECURITY PROTECTION INC.] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

2 Zero 5 Security Protection Inc. Response

CONTACT INFORMATION

Company:
2 Zero 5 Security Protection Inc.

Email:
admin@2zero5.com

Contact:
Baldemar Flores

Address:
2112 S. Shary Rd Ste. 2
Mission, TX 78572

Phone:
(956) 222-1127

Website:
www.2zero5.com

Submission Date:
Sep 23, 2024 3:34 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.

Attachment_III_Evaluatio_Criteria.pdf

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

Certificate_of_Insurance.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Fail

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CONFLICT_OF_INTEREST.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_II_-_Additional_...

Attachment_II_-_Additional_Cost.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Pass

Please download the below documents, complete, and upload.

- Attachment_IV_-_Insurance_R...

Attachment_IV_-_Insurance_Requirements.pdf

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_V_-_Insurance_Re...

Attachment_V_-_Insurance_Requirement_Acknowledgement.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_VI_-_Project_Req...

Attachment_VI_-_Project_Requirements_Acknowledgement.pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_VII_-_Litigation...

Attachment_VII_-_Litigation_Disclosure_Form.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_VIII_-_Security_...

Attachment_VIII_-_Security_Consultant_Qualifications_General_Questionnaire.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Pass

Please download the below documents, complete, and upload.

- Attachment_IX_-_Signature_P...

Attachment_IX_-_Signature_Page.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*

Pass

Please download the below documents, complete, and upload.

- Attachment_X._-_Submittal_C...

Attachment_X._-_Submittal_Checklist.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$24.00
2	Unarmed Guard	Per Hour	$16.00
3	Vehicle / ATV	Per Month	$3,500.00
4	*Other:___ Include in Attachment II ____	Per _____	$20.00
*** Designate Other additional cost either per Hour/Day/Month**			

Security Proposal

City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Proposal created this 12th day of September 2024, by **2 Zero 5 Security Protection,** herein called "Contractor".

WHEREAS the **CONTRACTOR** maintains a security service by providing security guards and other modern methods of protection and detection.

NOW, THEREFORE, the **CITY** and the **CONTRACTOR** mutually agree as follows:

Security Service Specifications

Contractor shall furnish properly equipped uniformed armed or unarmed guards to perform security services at the **City's** installation(s) located at:

Solid Waste Management – 5601 N. Jasmin Rd.
Edinburg City Hall – 415 W. University Dr.
Edinburg Airport – 1300 E. FM Rd.
Boys and Girls Club – 702 Cullen St.
Dustin Michael Sekula Memorial Library – 1906 S. Closner Blvd.

Guard Duties

Typical duties of security guards include, but are not limited to the following:

a. Guard to observe all persons entering or leaving the premises.

b. Guards shall apprehend persons gaining unauthorized access to facilities and remove any unruly persons.

c. Guard will call appropriate Law Enforcement officials immediately in the event of a crisis situation.

d. If for any reason the regular security guard is unable to report, the **Contractor** must fully brief the substitute as to his/her general and specific orders. Each substitute guard shall receive detailed instructions on Guard Service responsibilities from **Contractor**.

e. **Contractor** should have adequate employees available to handle any necessary substitutes as well as hours required after 5:30 pm.

f. 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 hour's duty, except for bonafide emergency absence of another security guard originally scheduled. The **Contractor** shall not circumvent this requirement by having an employed security guard work a shift at another contracted location immediately preceding the scheduled of actual shift at the CITY facility.

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

1. Such guards are and shall continue to be employees of the **Contractor**, and the **Contractor** shall pay all wages, provide all benefits, and pay all Social Security Taxes, Federal, and State Unemployment Insurance, and similar taxes and fees relating to such employees. Furthermore, the **Contractor** shall maintain all payroll records and reports required by government bodies and pay the guards' wages in compliance with minimum standards required by any applicable federal or state law or regulation.

2. The **Contractor** shall be responsible for the direct control and supervision of the guards through its designated representatives at the premises to which this agreement relates and such representatives will, in turn, be available at all reasonable times to report to and confer with the designated agents of the **CITY** with respect to services.

3. The **Contractor** agrees that the security services covered by this agreement shall be performed in accord with accepted security practices and standards. The **CITY** will have the right in its sole discretion to reject for any reason whatsoever any guard by the Contractor, including any guard previously furnished by the **Contractor** and accepted by the **CITY**. The **Contractor** shall promptly replace any guard not acceptable to the **CITY**.

4. The parties affirm that except for those mentioned in paragraph #2, this agreement contains their entire agreement and there are no oral agreements or representations binding on the parties thereto.

5. The parties agree that neither party shall hire or employ any present or former employee of the other party, without written consent of the other party during the time this agreement is in effect and for a period of one year after the expiration of this agreement, for employment within the same count.

6. In the event that minimum rates are increased by any federal, state, or municipal legislation enacted during the term of this agreement, said rates shall be subjected to re-negotiation by the parties hereto and any changes in said rates to which the parties may agree shall become effective on the effective date of the increase in minimum wage rates.

7. **Proposed Fee:**
   A. The Contractor shall furnish unarmed guards: $16.00 per hour.
   B. The Contractor shall furnish armed guards: $24.00 per hour.
   C. The Contractor shall furnish vehicle: $20.00 per hour. **If requested*

8. The terms of this agreement shall commence on **N/A** which shall be effective date of this agreement and shall end on **N/A**; with an option to renew for an additional year, subject however to the right of either party to terminate this agreement upon thirty (30) days written notice to the other.

9. **TIME OF PAYMENT**: 2 Zero 5 Security will bill the **City** on the **first** of the month for all the security hours, which have been performed. Upon receipt of this bill from 2 Zero 5 Security, the **City** will pay for those hours billed with in (30) thirty days.

Training

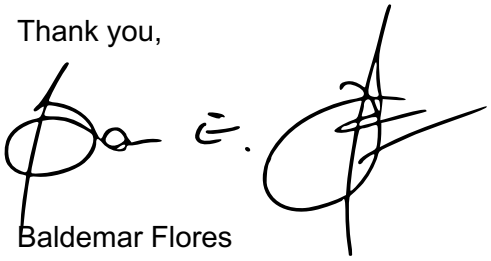
Contractor shall provide the following training of newly assigned guards; In conjunction with the facility site supervisor, newly assigned guards shall be taught specific post duties, including emergency procedures and the operation of the building procedures to Unarmed/Armed Security guard Services to those assigned to the contract. This continuity assures that experiences security guards are at the forefront of protecting.

Post Order and Operating Procedures

Prior to staffing an account, **Contractor** shall meet with the **CITY** and review current security guard post orders (duties) and operating procedures; Amend current post orders and operating procedures, as necessary, to the mutual agreement of both parties, in writing.

Contractor shall establish a specific set of post orders and operating procedures for each facility assigned.

Thank you,



Baldemar Flores

Qualification Statements

- Our officers are trained in patrolling and conducting or assisting in canine searches. They receive trainings from Natividad Guerrero who has been in the law enforcement and security field for well over 30 years. Mr. Guerrero trains our officers to be well trained for any situation that might arise in the school environment.
- Security officers will have up to date certifications on restraining techniques, surveillance techniques, anti-bullying techniques, and search and seizure techniques and be able to recognize people under the influence of any foreign drug.

Staff Resumes

Baldemar Flores (Operations Manager): With over 20 years of experience, Mr. Flores has been in law enforcement as a peace officer, S.W.A.T. member, and a former Chief of Police. Mr. Flores oversees all operations for the company.

Cesar Martinez (Commander): With over 12 years of experience, Commander Martinez will provide overall supervision services to the district. Commander Martinez has provided services for school districts such as Valley View ISD, and Hidalgo.

Supervision Protocols

Guard Hours and Reporting:
All armed and unarmed guards receive their daily, weekly, or bi-weekly schedule through an app called WhenIWork on their smartphone based on permanent hours and schedule provided by the client. Once guards have their schedule, they confirm hours on app. Guards use app to check in and out with Supervisor within app chat features. Some guards may also call in to supervisor to check in/out by phone. If emergency hours are needed on a day to day basis, once Supervisor is notified, he/she will take the appropriate steps to provide guard(s) needed for requested site or event.

Supervisor will also conduct random check ins at site location to monitor officers.

Invoicing:
Contractors are billed on the 1st of every month with a turnaround of net 30 for payment unless specified otherwise in contract agreement. All invoices are dated and include an Excel sheet with detailed account of guard hours. Excel Sheet includes; date of service, name of guard, site location, time in, time out, unpaid break (if applicable), and total hours for said date. At the bottom of invoice, you will see the total amount of hours for all days serviced.

If any corrections are needed on invoice, all corrections will be taken care of and re-invoiced within 1 business day. Please be advised that corrections **DO NOT** change the date of the net 30 payment.

Backgrounds and Policies

Criminal Background Checks: 2 Zero5 Security Protection conducts background checks on all employees and **NO** possible candidate for employment is hired if any activity is found. Background checks are provided by both **DPS** and **FBI** through the process of fingerprinting.

Drug Policy: All officers are drug tested through **DTM Medical & Employment Services** prior to employment. Security officers are also subject to random drug testing throughout their time of employment.

DTM Medical & Employment Services
723 E. University Dr.
Edinburg, TX 78539
(956) 205-0103

First Aid Training: Training for first aid is provided at the beginning of each school year by **J&A Medical CPR Service.**

J&A Medical CPR Service
801 E. Fern Ave.
McAllen, TX 78501
(956) 241-9093

Anti-Harassment and Non-Discrimination Policy:

2 Zero5 Security Protection strives to maintain a workplace that fosters mutual employee respect and promotes professional conduct as well as harmonious, productive working relationships. Our organization believes that discrimination, harassment, and retaliation in any form constitute misconduct that undermines the integrity of the employment relationship. All employees, unpaid interns, and/or volunteers should be able to enjoy a work environment free from all forms of discrimination, including but not limited to sexual and other illegal harassment. Unlawful harassment is a form of misconduct that undermines the integrity of the employment relationship.

2 Zero5 Security Protection policy prohibits conduct that constitutes unlawful harassment, discrimination, and retaliation by supervisors, managers, and co-workers, as well as by third parties such as vendors or customers. This prohibition includes harassment based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion (including religious dress and grooming practices), color, gender, gender identity, gender expression, national origin or ancestry (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), physical and/or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and/or veteran status, or any other basis protected by federal, state or local law or ordinance or regulation.

This policy also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or who is associated with a person who has or is perceived as having any of those characteristics. In addition, prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations. All such conduct violates policy. No supervisor, co-worker, or other person shall cause a employee to be in jeopardy of losing a job or promotion, be subject to adverse action or retaliation, or otherwise be placed in an intimidating, hostile, or offensive working environment, as the result of being subjected to rejecting, or reporting sexual harassment. No person shall promise or grant favored treatment in hiring, promotion, discipline, or other employment decision, to an individual on the condition that such individual participate in or tolerate otherwise unwelcome sexual behavior. will take preventative, corrective and disciplinary action for any behavior that violates this policy. Disciplinary action up to and including termination will be imposed for unlawful behavior.

SCOPE: This policy applies to all employees throughout the organization and to all individuals who may have contact with any employee of this organization such as vendors, customers, unpaid interns, volunteers and independent contractors. It applies during normal working hours, at work related or sponsored functions, and while traveling on work related business. There will be no recriminations for anyone who in good faith alleges illegal harassment.

MANAGER/SUPERVISOR RESPONSIBILITY - Each supervisor and manager have a responsibility to keep the workplace free of any form of harassment, and in particular, sexual harassment. No supervisor or manager is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment. Further, supervisors and managers are required to report any complaints of violations of the policy so that a prompt internal investigation may occur.

RESPONSIBILITY TO REPORT INAPPROPRIATE CONDUCT - Any employee who feels he/she has become aware of, observes, or who has been subjected to any form of harassment and/or discrimination by a manager, supervisor, employee, volunteer, unpaid intern, or non-employee through his/her actions or words has a responsibility to report or make a complaint about the situation as soon as possible.

Ability to Perform

Commitment to Quality and Scale:

Our enduring presence for the past seven years showcases our dedication to providing top-notch services, leaving a trail of satisfied clients in our wake. With over 100 skilled and highly trained employees on board, we possess a wealth of expertise to tackle any challenge that comes our way.

Reliable and Efficient Fleet:

Our services are backed by a fleet of several company vehicles, ensuring swift mobilization to any location within our service areas. Equipped with cutting-edge technology, our vehicles are a testament to our unwavering commitment to prompt and efficient service delivery.

Versatile Clientele:

Our success is not merely limited to serving a specific niche; we cater to a diverse clientele, ranging from small-scale businesses to large corporations. We tailor our services to suit your unique needs, assuring you that your satisfaction is our utmost priority.

A Strong Partnership with Clients:

Our unwavering dedication has been recognized by the esteemed Health and Human Services Commission (HHSC), with whom we currently hold three active contracts. This ongoing collaboration speaks volumes about our ability to consistently meet and exceed the rigorous standards set by our valued partners.

Supervisory Excellence and 24/7 Customer Service:

Each region under our purview boasts a dedicated and highly capable supervisor, equipped to oversee operations, and ensure seamless service delivery. Our commitment to your convenience extends beyond regular working hours, as our Supervisors and Owner remain at your disposal 24/7 to address any concerns or inquiries promptly.

Streamlined Communication with Technology:

At our core, we value our employees and believe that their well-being translates into enhanced service delivery. To achieve this, we employ the innovative "When I Work" online application, enabling our team members to access their bi-weekly schedules with ease, fostering a harmonious work-life balance.

Embrace Excellence, Choose Us:

In the vibrant landscape of Texas, our professional services emerge as the definitive choice for all your needs. Backed by seven years of expertise, a skilled workforce, a robust fleet, and a commitment to client satisfaction.

2 Zero 5 Security Protection Inc
2112 S. Shary Rd. Ste. 2
Mission, TX 78572
(956) 222-1127
admin@2zero5.com

REFERENCES:

Name: Andre Rubin
Title: HHSC Regional Business Service Officer
Company Name: Texas Health & Human Services Commission
Phone#: (214) 284-6660
Email: andre.rubin@hhs.texas.gov

Name: Rebecca Gamboa
Title: HHSC Business Service Office
Company Name: Texas Health & Human Services Commission
Phone#: (512) 466-7453
Email: rebecca.gamboa@hhs.texas.gov

Name: Victor Pardo
Title: Director
Company Name: South Texas GMC
Street Address: 4220 W. Expressway 83 McAllen, TX 78501
Phone#: (956) 661-5000
Email: vpardo@southtexasgmc.com

Name: Reynaldo Partida
Title: Contract Manager
Company Name: Idea Public Schools
Street Address: 2115 W. Pike Blvd, Weslaco, TX 78596
Phone#: (956) 222-1127
Email: nelda.sandoval2@hhsc.state.tx.us

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience** *Has worked for The CITY (10 Points) *Has worked at locations that were located in this general region. (10 Points) *Extent of experience in project area (10 Points) *Has operated for 3 to 5 years. (10 Points)	Points Based	40 *(40% of Total)*
2.	**Work Performance** *Work product is of high quality (10 Points) *Past performance (10 Points)	Points Based	20 *(20% of Total)*
3.	**Capacity to Perform** *Professional liability insurance is in force (5 Points) *Adequacy of Resources (5 Points) *Staffing Level/Experience of Staff (5 Points)	Points Based	15 *(15% of Total)*
4.	**Edinburg Business** Is the firm located in the City of Edinburg?	Points Based	5 *(5% of Total)*
5.	**Proposed Pricing** Firms proposed pricing	Points Based	20 *(20% of Total)*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2024

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

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

PRODUCER	CONTACT NAME: NANCY D. SALAZAR PEREZ	
SALAZAR INSURANCE AGENCY 6421 N 10th, Ste 160 Mc Allen, TX 78504	PHONE (A/C, No, Ext): (956) 631-0004	FAX (A/C, No): (956) 630-3209
	E-MAIL ADDRESS: nancy@salazarinsuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : KINSALE INSURANCE COMPANY	38920
INSURED 2 ZERO 5 SECURITY PROTECTION INC. 2112 S. SHARY RD SUITE 2 MISSION, TX 78572	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		0100307683-0	6/18/2024	6/18/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ EXCLUDED $ 50,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nancy D. Salazar Perez

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

09/12/2024

Company/Vendor Name:

2 zero 5 Security Protection Inc

Printed Name and Title:

Baldemar Flores

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Baldemar Flores, the undersigned representative of

2 Zero 5 Security Protection Inc, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Baldemar Flores

TYPE/PRINT NAME AND TITLE:

09/12/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Baldemar Flores, the undersigned representative of

2 Zero 5 Security Protection, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

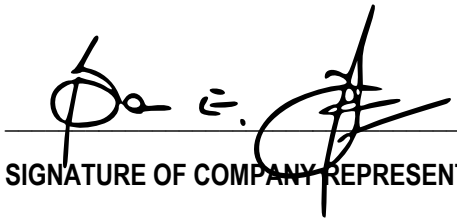
1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Baldemar Flores

TYPE/PRINT NAME AND TITLE:

09/12/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Baldemar Flores, the undersigned representative of

2 Zero 5 Security Protection Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Baldemar Flores

TYPE/PRINT NAME AND TITLE:

09/12/2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

BALDEMAR FLORES, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of 22ERO 5 SECURITY Protection, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Owner

Subscribed and sworn to me this 21st day of September 2024.

By:

Notary Public

KARLA MARICELA ROBINSON AYALA
Notary ID #134441861
My Commission Expires
July 6, 2027

July 06 2027
My commission expires

CONFLICT OF INTEREST DISCLOSURE

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  - a City Official?

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* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

09/12/2024

Company/Vendor Name:

2 zero 5 Security Protection Inc

Printed Name and Title:

Baldemar Flores

Authorized Signatory:

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: Unarmed Guard/Vehicle Patrol	$20.00 per Hour
5	_____	
6	_____	
7	_____	

ATTACHEMNT IV
INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

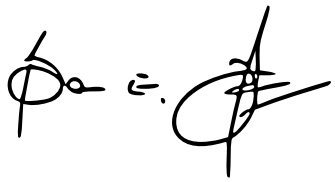
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to the CITY hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;

5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.



ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Baldemar Flores, authorized representative for 2 Zero 5 Security Protection Inc.
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☑ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☐ Have already been met (see attached copy of insurance certificate).

_____ 09/12/2024

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, 2 Zero 5 Security Protection Inc., possess all of the APPLICABLE:

1. Licenses: B10519001

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____
Authorized Signature

09/12/2024
Date

2 Zero 5 Security Protection Inc.
Company

2112 S. Shary Rd. Ste. 2
Address

Mission, Texas 78572
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

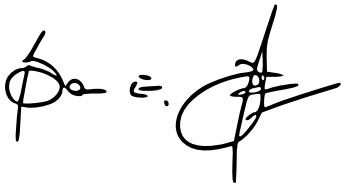
2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.



ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: 2 Zero 5 Security Protection Inc.
(full, correct legal name)
2. Address: 2112 S. Shary Rd. Ste 2, Mission, Texas 78572

3. Telephone/Fax: 956-222-1127

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

5. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

6. Where is the Company's corporate headquarters located? Mission, Texas

7. a. Does the Company have an office located in Edinburg, Texas?

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____(months)

c. State the number of full-time employees at the Edinburg office. _____

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes✓ No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

__7__ (years) _____(months)

c. State the number of full-time employees at the Hidalgo County office. ___60_____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Baldemar Flores
Address: 2112 S. Shary Rd. Ste 2, Mission, Texas 78572
Telephone: 956-222-1127
Fax: _____
Email: admin@2zero5.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.

_____

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: 2 Zero 5 Security Protection Inc.

Company Address:
2112 S. Shary Rd. Ste. 2

City, State, Zip Code:
Mission, Texas 78572

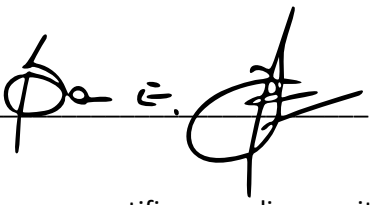
Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No. 956-222-1127 Fax No. 956-424-6418

Email admin@2zero5.com

Print:

Name: Baldemar Flores Signature: 

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	DLB
Additional Cost (Attachment II in RFP)	DLB
RFP Evaluation Criteria (Attachment III in RFP)	DLB
Insurance Requirements (Attachment VI in RFP)	DLB
*Insurance Requirement Acknowledgement (Attachment V in RFP)	DLB
*Project Requirements Acknowledgement (Attachment VI in RFP)	DLB
*Litigation Disclosure (Attachment VII in RFP)	DLB
General Questionnaire (Attachment VIII in RFP)	DLB
*Signature Page (Attachment IX in RFP)	DLB
Submittal Checklist (Attachment X in RFP)	DLB
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	N/A

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[STRATEGIC SECURITY CORP.] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

Strategic Security Corp. Response

CONTACT INFORMATION

Company:
Strategic Security Corp.

Email:
druhl@sscctu.com

Contact:
Douglas Ruhl

Address:
19 Bellemeade Ave.
Smithtown, NY 11787

Phone:
(212) 509-0547 Ext: 105

Website:
www.sscctu.com

Submission Date:
Sep 24, 2024 8:52 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Technical_Proposal_edinburg.pdf

2. If you have any proprietary documents, please attach the redacted document here.

Technical_Proposal_edinburg.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Texas_2024_COI.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Affidavit_of_Prime_Bidder.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Please download the below documents, complete, and upload.

- Attachment II - Additional ...

Attachment_II_-_Additional_Cost.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Please download the below documents, complete, and upload.

- Attachment_IV_-_Insurance_R...

Attachment_V_-_Insurance_Requirement_Acknowledgement.pdf

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment_V_-_Insurance_Re...

Attachment_V_-_Insurance_Requirement_Acknowledgement.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment_VI_-_Project_Req...

Attachment_VI_-_Project_Requirements_Acknowledgement_(1).pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Please download the below documents, complete, and upload.

- Attachment_VII_-_Litigation...

Attachment_VII_-_Litigation_Disclosure_Form.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Please download the below documents, complete, and upload.

- Attachment_VIII_-_Security_...

Attachment_VIII_-_Security_Consultant_Qualifications_General_Questionnaire.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Please download the below documents, complete, and upload.

- Attachment_IX_-_Signature_P...

Attachment_IX_-_Signature_Page.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Please download the below documents, complete, and upload.

- Attachment_X._-_Submittal_C...

Attachment_X._-_Submittal_Checklist.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$27.00
2	Unarmed Guard	Per Hour	$22.25
3	Vehicle / ATV	Per Month	$2,452.00
4	*Other:___ Include in Attachment II ____	Per _____	$0.00
*** Designate Other additional cost either per Hour/Day/Month**			



Date: September 24,2024

STRATEGIC SECURITY CORP.

Security Guard Services

RFP 2024-20

Professional Security Guard Services

SUBMITTED TO: City of Edinburg
415 W. University Drive
Edinburg, TX 78541

SUBJ: Request for Proposal
Security Guard Services

SUBMITTED BY: **STRATEGIC SECURITY CORP.**
Corporate Headquarters:
19 Bellemeade Avenue
Smithtown, NY 11787
DUNS: 169614547 Cage Code: 436P7
Attn: Joseph Sordi, COO
Phone: 212-509-0547 ext 101
Email: jsordi@sscctu.com
Attn: Douglas Ruhl, VP
Phone: 212-509-0547 ext 105
Email: druhl@sscctu.com

RESTRICTION ON DISCLOSURE AND USE OF DATA

This proposal includes data that shall not be disclosed outside the prospective customer and shall not be duplicated, used, or disclosed-in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, prior written approval must be obtained from Offeror to duplicate, use or disclose the data to the extent provided in the resulting contract. The data subject to this

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Qualifications and Experience

Company Overview

Our Promise

We at Strategic Security promise to protect what matters most by putting our employees first who will in turn put our customers first by providing an unapparelled customer experience.

Introduction

Strategic Security understands the complexities of delivering a security program to safeguard, service and to ensure the freedom of movement for both people and commerce at your locations and the associated industry pain points that you probably had to deal with:

Threat from an active shooter, other workplace violence, shrinkage both internal and external, lack of a professional personal appearance in your supplier guard force, staffing inconsistencies, invoice accuracy, poor communication, having to source multiple suppliers for various duties or concerns, lack of access to senior level leadership which leads to a sense of abandonment within their guarding contractor company, fear of transitioning.

Life with Strategic Security as your contract security supplier is one of constant, consistent vigilance, screening, oversight, and patrol services required to maintain a security posture that is critical to maintaining seamless operations. Strategic Security possess' s the institutional knowledge having provided guidance, oversight, directives, training, performance measurements and required deliverables for our customers and complied with all their operational directives provided.

Strategic Security's experience in patrol, access control and screening services includes, but are not limited to:

- Prevention of / screening for explosives, weapons, and other prohibited items or articles into the sterile areas.
- Screening persons entering designated security areas;
- Screening bags, deliveries and other items entering designated security areas;
- Government issued and or Customer document and identification badge checking;
- Executing security activities on and off your facility grounds,
- Escorts of visitors
- Alarm response
- Security training;
- Develop and manage lost and found procedures;
- Online customer feedback and resolution portal;
- Preventative maintenance of designated screening equipment;
- Temporary screening for stakeholders and surge requirements;
- Screening workforce management, oversight, supervision, auditing and penetration testing;
- Screening incident reporting including Daily Activity Reports, Incident Reports, Audits, etc.;
- Behavioral Threat Pattern Awareness identification.
- Use of animals such as canines to perform security screening and bomb detection;
- Coordination activities alongside DHS, FEMA, U.S. Customs & Border Patrol, Local Law Enforcement and Corporate security personnel;
- Data management and security;
- Program and personnel management.

- Claims and crisis management
- Security screening services at special events, distribution, customer fulfillment and transportation centers,
- Strategic Security teams work with local security and law enforcement officials to supplement existing security resources, provide deterrent presence and detection capabilities, and introduce an element of unpredictability to disrupt potential terrorist planning activities.

We will tailor our security program in response to the following guidelines:

- Recruiting and Retaining Top Talent to Foster a Reliable, Consistent Security Program
- Well-trained, Experienced Security Professionals that Manage Emergencies Effectively
- Experienced Local Management that Allows You to Focus on Your Business Priorities
- A Reliable, Consistent Security Program that Protects Your Assets and Bottom Line

In the following proposal, we further discuss our approach to delivering the highest quality security services for your organization including:

Value	Security Team	Training	Experience
We work with you to develop a security program customized to each specific task order needs, always striving to provide the most efficient and highest quality of service.	*Security personnel assigned to manage and be screeners as part of your program are carefully recruited, screened, suitability cleared, trained to your specification, and monitored*	*Every Strategic Security program is based on statutory requirements, specified requirements, and suitability standards for employment.*	*For over 18 years, Strategic Security has led the way in the industry as the most innovative, adaptive, and responsive companies with the highest standards of integrity and quality of security service*

A comprehensive screening program is critical to support your mission and Strategic Security Corp.'s Security teams are highly trained, meticulously managed, reliable and supported by national resources. Our teams know that in order to provide consistent outstanding service we must meet or exceed your expectations. Strategic Security Corp. focus on your objectives and needs and will incorporate your key performance indicators into our corporate culture.

Strategic Security Corp. (SSC) is a trusted name in security and assists organizations proactively by anticipating and managing risk which can transform workplace issues, such as employee safety, operational risk and emergency preparedness into opportunities for growth and improvement.

As an organization we understand and share the concerns for safety and security that our clients have. We address these concerns by doing more than other companies. Strategic Security Corp. offers a diverse, experienced, and nimble management team that provides a full spectrum of services with a single face to the client. We become a security partner that is committed to enhancing the safety and security of your organization so you can focus on core business objectives.

Company Profile

Strategic Security Corp. (SSC), was founded in 2002 and is a nationwide integrated solutions provider with seven (7) regional offices, and fifty six (56) local branch offices in nearly every state, 2 in Mexico, 1 in the UK and 3 in Canada and over 3,500 employees specializing in Guard Services, Emergency Response, Executive Protection, Integrated Technology, AI and Temporary Life Support Facilities.

Headquarter in New York with branch offices in nearly every state, we offer local response and can provide "one stop" national support coverage for our customers.

Promoting a culture of compliance and operational excellence, the Strategic family of companies has grown since formation to include a global team of industry leaders.

SSC protects more than 1,972,000 man-hours a year and assists organizations proactively by anticipating and managing risk which can transform workplace issues, such as employee safety, operational risk and emergency preparedness into opportunities for growth and improvement.

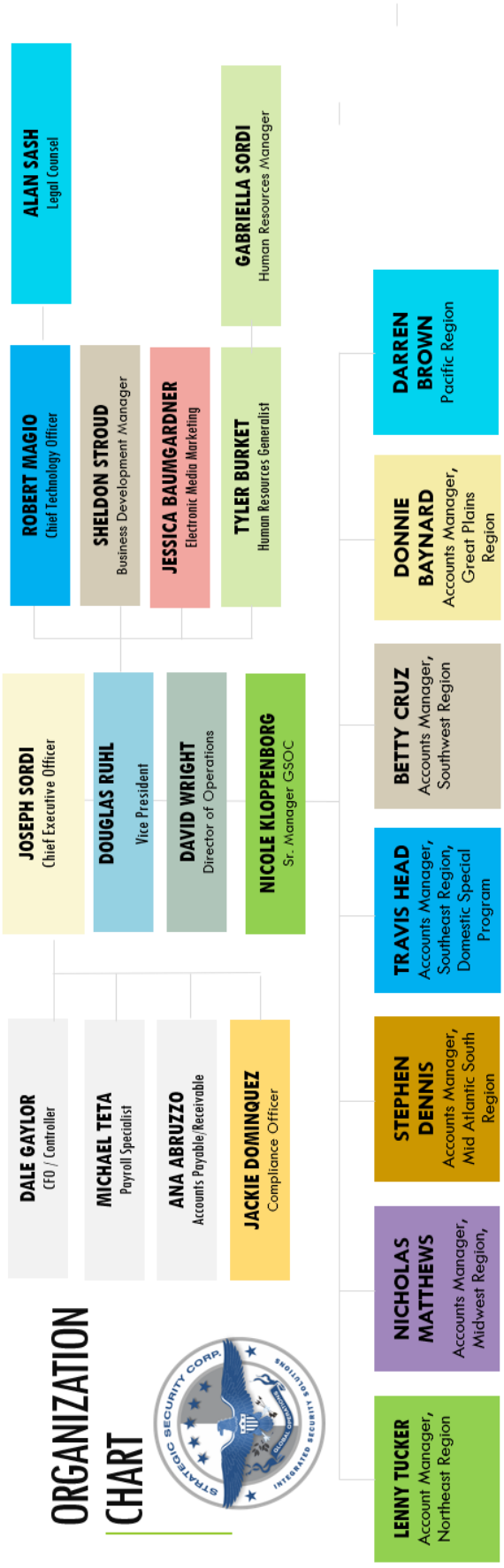
Fast Facts

Founded	2002
Experience	Over 500+ Years of Law Enforcement, Military and Private Security Management Experience
Regional Offices	7
Branch Offices	56
Employees	3500
Regions Served	50 States, PR, Canada, Latin America
Headquarters	Smithtown, New York
Annual Revenue	$34 Million
Vision	To become the most passionately referred security solutions provider in the industry.
Philosophy	Providing value driven superior security solutions to our customers.
Strategy	Local Support, Global Reak all driven by an Intelligent Driven Workforce Platform
Motto	Protecting what matters most.
Security Operations Center	GSOC 24/7/365
Certifications	ISO 9001:2015

It is Strategic Security Corp. (SSC)'s ongoing goal to set the industry standard and continually raise the bar so that every employee, service and product surpass that standard for quality. To this end, we have implemented a comprehensive Service Excellent Framework approach to doing business. Measuring and improving client satisfaction is emphasized in every facet of our organization.

Most vendor-client relationships are reactive, where the client recognizes a need and the vendor is contracted to fill that need. With Strategic Security Corp. (SSC), however, that relationship is flexible, proactive and expansive. We not only strive to solve your initial security issues, but also to leverage our diversity to allow us to anticipate and prevent future risk exposures to your business. Pointing out issues is easy; preventing them - working with you proactively - is our mission.

Organizational Chart



Leadership / Corporate Executive Management Team

Joseph Sordi, *Chief Executive Officer,* oversees the daily operations of the company. Joseph brings 25 years of experience in federal, state, city and special leadership positions and 18 years in commercial / contract development and management which resulted in Strategic Security's growth.

Prior to serving in his current role, Joseph was vice president of operations, general manager and program manager where he oversaw 17 federal government contract, designed, implemented and led the largest contingency operation of private sector integrated security solutions firm specializing in Guard Services, Emergency Response, Executive Protection, Integrated Technology, AI and Temporary Life Support Facilities with annual sales of in excess of 26 million operating nationwide and in Mexico.

Joseph is a 20-year veteran of the New York Police Department (NYPD). His public service assignments included the Strategic Response Group whereas he was tasked with supervising and responding to Labor/Civil Unrest, Terrorist Acts and Active Shooter Incidents. He was also part of the Reengineering Management Team, Transit Division, Intelligence Division, Weapons of Mass Destruction Team, Detective Bureau and Organized Crime Control Bureau.

Joseph is a certified project manager and holds a master's degree from John Jay College of Criminal Justice in Protection Management.

Douglas Ruhl, *Vice President*, is responsible for Strategic' business development to include Global Support and Training Operations for Strategic, Doug leads the company's training and mission support lines of business for which he is responsible for all operations and strategy. As a domestic security subject matter expert, Doug also provides operational and financial expertise to business development for use in the design of winning strategies and proposal preparation to secure new federal, local and commercial business.

Prior to his current position, Doug worked for Harrah's Entertainment as the Director of Security and Compliance as well as an international security firm for 8 years, rising quickly through the ranks to become the director of operations. In this role, he was responsible for the administration and program management of all company-held federal government and commercial security programs throughout the United States to include the Unites States Securities and Exchange Commission (SEC), Housing and Urban Development (HUD), and the Department of Homeland Security (DHS).

Doug came to the private sector after a distinguished career in law enforcement for the New York Police Department (NYPD) for 10 years that was cut short due to a on the job service-related disability, beginning with the

He holds a Bachelor of Science in English literature and is distinguished veteran of the United States Navy and New Jersey National Guard.

Dale M. Gaylor, *CPA, Financial Controller*, is responsible for overseeing the financial accounting and reporting operations of the company, as well as the daily accounting functions. she provides senior leadership to the accounting team and assist in establishing and directing the organization's financial goals, objectives, budgets, and financial plans.

Dale brings over 25 years of experience in accounting and finance to the Company. Prior to her current position Dale worked as the controller in the HR, payroll and benefits industry and has over 15 years of

public accounting experience in financial audits, corporate accounting as well as corporate and payroll tax administration and regulatory compliance.

Dale holds a Bachelor of Science in Accounting, from Long Island University's CW Post campus. As a Certified Public Accountant, she maintains memberships in the American Institute of Certified Public Accountants (AICPA) and the New York State Society of Certified Public Accountants (NYSSCA).

David Wright, *Director of Operations*, is responsible for the day-to-day operations of Strategic's Government and Commercial programs as well as providing insight and advise relative to company operations, infrastructure, and growth initiatives.

David has over 15 years of experience in senior leadership roles both in the public and private sectors. Prior to being promoted to Director of Operations, David served as Assistant Director of Operations where he was responsible for overseeing Fortune 500 companies contracts nationwide requiring approximately 26,000 HPW of service and more than 1250 personnel. His responsibilities included oversight of Service Level Agreements and Key Performance Indicators designed to meet contractual expectations. Prior to his role as Assistant Director of Operations, David served as Senior Manager of Strategic's Global Security Operations Center where he developed Overwatch Solutions™ a proprietary patented pending technology to provide a holistic security solution that combines command and control with state of the art technology that utilizes high tech intelligence gathering systems.

Prior to his role at Strategic Security, David held the rank of Police Officer with the Red Hook Police Department.

David is a certified project manager and holds a Master's Degree from John Jay College of Criminal Justice in Protection Management.

Nicole Kloppenborg, *Senior Manager, Global Security Operations Center*, is responsible for providing operational continuity and management, emergency response, information management, documentation, training and exercising, strategic consulting services for the coordination, policy-making and integration of business practices and processes in the Strategic Global Security Operations Center (GSOC) that is operated 24 hours, 7 days a week. Through Nicole's ingenuity, she drives the further innovation and enhancement of Strategic Security's Overwatch Solutions™ a proprietary patented pending technology to provide a holistic security solution that combines command and control with state of the art technology that utilizes high tech intelligence gathering systems, communications networks and augmented analytics to provide driving transformation in Strategic's analytics, BI, social media and threat matrix machine learning and intelligence driven workforce systems to provide customers with one centralized decision-making tool on potential threats and communicates the related risks to key stakeholders in real time. Her highly diversified executive leadership and management experience in law enforcement and the private sector in emergency operations, cross-echelon integration, training, force integration and artificial intelligence delivers a converged operations/intelligence rhythm through real-time data sharing and collaboration across organizational divides right down to our officers on the ground protecting client assets.

Nicole holds a Master's Degree in Emergency Management from John Jay College of Criminal Justice, a Bachelor's Degree in Homeland Security with a concentration in Cyber Security from St John's University and is a member of the St. John's University's Homeland Security Association.

John Alder, *Chief of Domestic Programs*, is responsible for the day-to-day operations of Strategic' domestic programs to include contract operations, strategic planning, customer relations, transitions and emergency responses. As a domestic security subject matter expert, John also provides operational and financial expertise to a team of project and account managers.

For 14 years, John has been a program manager for numerous federal contracts in Florida, Texas, North Carolina, West Virginia, Georgia, Alabama, New Jersey and New York totaling over 2.5 million manhours. He also headed numerous protection details including the 55th Presidential Inauguration detail.

Prior to joining Strategic, John was the operational section chief of Special Activates Services which was designed to select, train, equip, and mentor security operators to conduct global combat and peace keeping operations in any environment. John also oversaw a Federal Firearms Licensed company engage in a business pertaining to the manufacture or importation of firearms and ammunition.

John is a certified Project Management Professional (PMP). He began his career in the Navy and then transitioned into law enforcement, serving in a large Florida Sheriff's Office and then transitioning to a City Police Department. While at the Police Department he served on their SWAT Team covering High Risk Warrant serves and narcotics.

Company Experience

Our experience as an integrated security solutions provider securing our nations critical infrastructure and commercial clients, many of whom are Fortune 100 Companies for over the past 21 years remains unrivaled. We understand the underlying processes which enables you to operate seamlessly in a highly dynamic environment. Strategic Security's team possesses the institutional knowledge of access control, security officer screening, identification of proper credentials, patrols, explosive and prohibited items detection and behavior and threat identification which makes us the ideal candidate to service your locations. Our strength lies in our ability to provide a security service which mimics an in-house security program. As a testament to our ability to integrate with your corporate culture we will completely immerse our screening best practices with that of your organization through:

- Aligning security coverage with employee, visitor, vendor arrival and departures
- Advance scheduling vehicle maintenance to minimize gaps in coverage
- Cross training our resource pool to support staffing needs
- Ensuring key checklists are complied with such as the vehicle inspection if applicable, customs light check, electric gate, pedestrian gate and overnight light check reports.

As the leading security company in North America, Strategic Security provides unparalleled service, systems, and solutions to serve, secure and care for the people and businesses of our communities. The blending of highly skilled people and leading technology creates unlimited potential for customized solutions designed to help you meet your goals. Strategic Security is a true partner who is **there for you** each and every day.



Exterior Mobile Security Officer Patrols
Patrol entire facility to detect, detect and identify theft or any suspicious behavior, threats, security breaches, unauthorized vehicles or unattended baggage, cargos or vehicles.



Traffic Management Security Officer
Maintain arrival, departure, no standing, no parking, fire lanes are kept clear and unobstructed to ensure the hassle-free movement of transportation.



Security Officers
Conduct access control to restricted sterile areas, parking lots, runways, cargo terminals



Skin Monitor Temperature Screening Officer
Lead Officer that utilizes a kiosk or handheld thermometer to measure skin temperature to determine if skin temperature is 100.4 F or .38 C or higher. If elevated send to secondary screening and after retesting if still elevated deny entry



Security Officer Identification Check
Perform physical and visual identify verification of individual and Government issued identification



Behavior Awareness Detection Officers
Trained to detect suspicious behavior in individuals approaching a security checkpoint or watching security operations intensively. If a pattern of behavior is observed a supervisor is contacted for additional screening and / or law enforcement is alerted.



Social Distancing Officers
Remind all individuals in a polite and courteous manner to maintain 6 feet of separation and wear masks.



Walk Through Metal Detector
If security officer is alerted to an area identified by the metal detector then the individual undergoes secondary pat down search.



Manual Searches or Explosive Trace Detection (ETD) Screening
Manuel or ETD searches of accessible property occur if the individual is identified or randomly selected for additional screening or if the screener identified a potential prohibited item on X-ray.



Pat-Down
Conducted if individual does not go through the walk-through metal detector, ops out of imagery detecting, is randomly selected for additional screening, alarm is triggered by walk through metal detector or has a physical or medical condition.



Supervisory Security Officer
Oversees security screening operations to ensure proper protocols are followed, KPIs are met and conflicts resolved.



Security Operations Center (SOC)
Security Officers perform CCTV video surveillance and analysis of individuals to detect suspicious behavior, alarm identification, inspect secure sterile areas, perform access control, measure pedestrian follow



Explosive Detection K-9 Teams
Provide a strong visible and psychological deterrent against criminal and terrorist threats. The EDD teams, each comprised of a dog and handler, conduct searches for a variety of explosive materials near building exteriors, secluded areas, security checkpoints, vehicles, packages, and pedestrians in and around assigned facilities.



Results
Strategic Security's officers are ethical and professional in their appearance, possess the skills, training and qualities that best suit their position, a desire to be dependable and engaged in order to perform effectively and respond to emergency situations under proper leadership backed by continuous reinforcement

INDUSTRY EXPERTISE IN SECURITY SOLUTIONS

3500 EMPLOYEES
500+ YEARS POLICE / MILITARY EXPERIENCE
15+ YEARS DHS FEDERAL GOVERNMENT CONTRACTOR
7 REGIONAL OFFICES 59 BRANCH OFFICES



98% REQUIRES CLEARANCES

1% OFFICER TURNOVER

75% CUSTOMER NET PROMOTER SCORE

5% MANAGEMENT TURNOVER

SECURING OUR NATION'S BORDERS & CRITICAL INFRASTRUCTURE



INDUSTRY AFFILIATIONS

ISO ASIS AAPE

PROPRIETARY TECH & TRAINING

STRATEGIC ADVANTAGE

ENGAGED MANAGERS

What Makes Us Different

Delivering value driven superior security solutions to our customers.

Strategic Security Corp.	Competitors
• Privately owned, U.S. company, nationally certified Better Business Bureau A+ Rating	• Canadian, Swedish, French and British investment companies with no WBE or MBE designation
• Core business is manned guarding and patrol services	• Focused on "emerging markets" where there's lower capital and labor costs.
• Flat, nimble, highly responsive organization at all levels	• You will NEVER see Upper-Level management after a contract is signed. Decisions require layers of bureaucratic approvals.
• Senior level executive oversight throughout contract lifecycle – your business matters, you matter to us.	• You will NEVER interact with a principle or executive level management because you are a client number not a name.
• We care and drive creative cost-effective solutions through innovation and R&D to increase efficiencies and reduce risk that we share with our customers	• If it doesn't generate profit, it is not done.
• No negative mainstream news media or legal scandals	• Numerous negative mainstream news media and legal scandals
• Committed to Employee Engagement and hiring the best people for the position. Numerous employee testimonials.	• Their level of care is exhibited in management oversight, high turnover and adverse media attention.
• From 2019 to 2021 Strategic has 9% turnover in management positions and in 2022 only 7% for Unarmed Basic Security Officer. In 2020 due to COVID and closing of a large Federal Government contract our overall turnover rose to 34% which was quickly decreased in 2021 with an overall turnover of 21% further reduced in 2022 to 16%	• The annual turnover rate for a private security firm according to ASIS is over 75%
• Your "One Stop" provider for all your security needs (Armed or Unarmed, EP, Investigations, Connectivity, K-9, Emergency Response, Temporary Life Support Facilities)	• Most frown upon armed guarding, none provide rapid emergency response, nor provide K-9, investigations or temporary life support facilities

- ✓ We have constantly been one of the 3 shortlisted suppliers along with two of the larger suppliers on all major corporation and government bids with a 75%-win ratio over the larger suppliers for procurements sourced.
- ✓ Client contract transition surveys: 4.7 out of 5-stars rating that's a staggering 94%.
- ✓ Our quarterly Client's feedback surveys in the following areas way above industry standards.

  Employee retention is at 97%.

  Guards' professionalism is at 90%

  Post, shift coverage is at 99%

  Account management and responsiveness is at 100%

  Our *overall customer net promoter score* is 98%

Net Promoter or Net Promoter Score is the percentage of customers rating their likelihood to recommend a company, a product, or a service to a friend or colleague as 9 or 10 minus the percentage rating this at 6 or below on a scale from 0 to 10.



Company Logo							
Client Name	County of Mecklenburg	MSC Industrial Supply Co.	McDonald's	Thorntons	AutoZone	United Global Healthcare	FEMA
# of Survey Responses	100	8	8	11	10	5	10
Average Score Out of 10	9.5	9.5	8.5	9	8.0	8.0	9.75

Online Job Board Reviews

A job board is a website used by employers to advertise their job vacancies to job seekers. Job seekers can post reviews of the companies they interact with.

As much as customer service matters, we focus on our employees first, whom in tern put our customers first. Employees that work at Strategic Security are proud of the company and brand, they are well looked

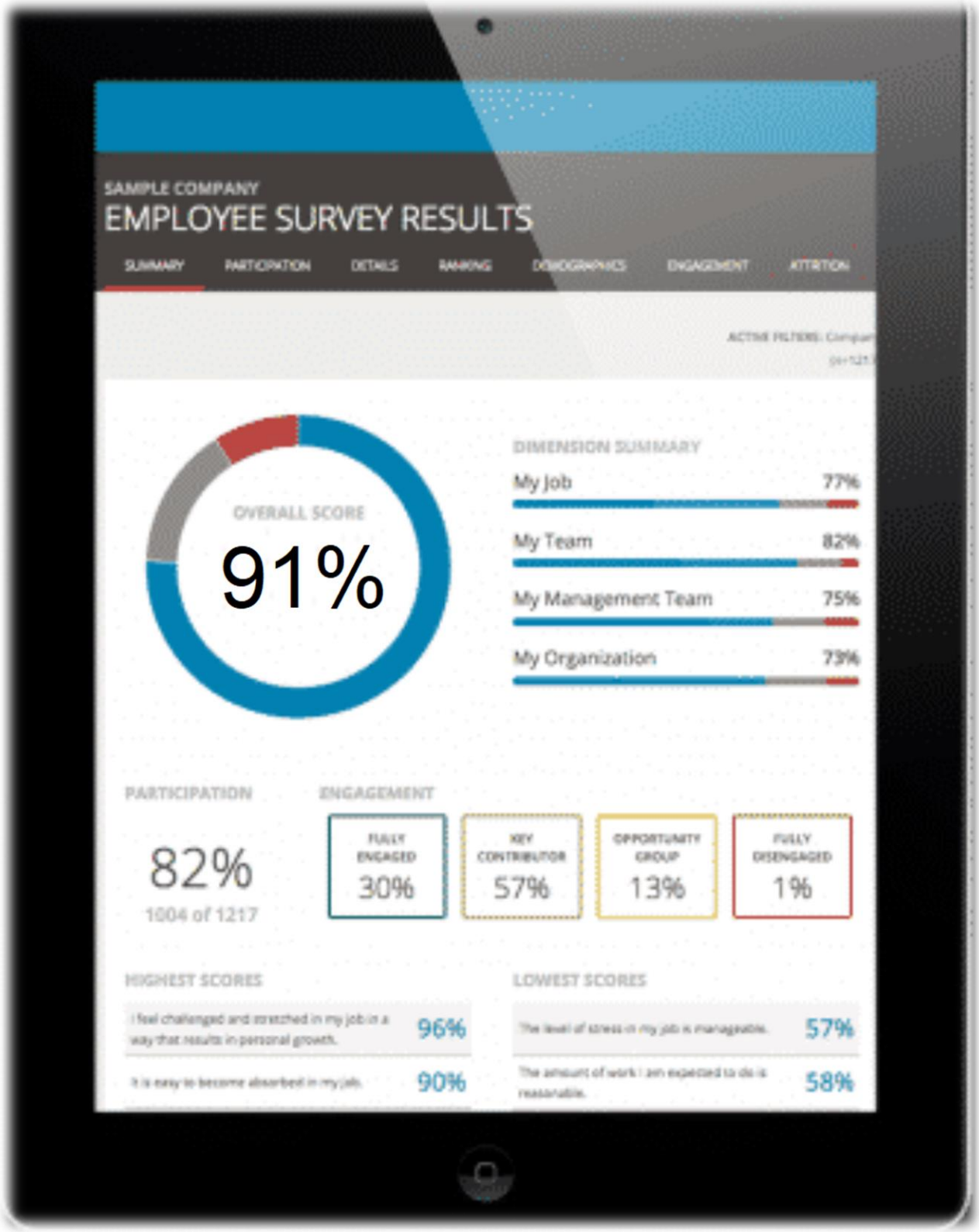
after, treated fairly, and given the tools and level of support they need to do the job. This results in an employee that is motivated, smiling and feels appreciated which is turn results in better customer service experience for our customers and their brand when people are coming into their locations. Our employees are the most engaged workforce in the industry and the discretionary effort they put forth is noticed by our clients and their customers.

We don't need to beat up on the larger suppliers, their employee and poor customer testimonial do it *for us*.

Below are Glass Door Job Board Reviews of our competitors.



By focusing on our employees first, whom in tern put our customers first, Strategic Security employee survey results are a testament to how proud of the company and brand they are, how they feel that they are looked after, treated fairly, and given the tools and level of support they need to do the job.


SAMPLE COMPANY
EMPLOYEE SURVEY RESULTS
SUMMARY
PARTICIPATION
DETAILS
ENGAGEMENT
ATTRITION
OVERALL SCORE
91%
DIMENSION SUMMARY
My Job 77%
My Team 82%
My Management Team 75%
My Organization 73%
PARTICIPATION
82%
1004 of 1217
ENGAGEMENT
FULLY ENGAGED 30%
KEY CONTRIBUTOR 57%
OPPORTUNITY GROUP 13%
FULLY DISENGAGED 1%
HIGHEST SCORES
I feel challenged and stretched in my job in a way that results in personal growth. 96%
It is easy to become absorbed in my job. 90%
LOWEST SCORES
The level of stress in my job is manageable. 57%
The amount of work I am expected to do is reasonable. 58%

Company Code of Business Ethics and Conduct

The success of any business depends in part on the honesty and integrity of its employees. Compliance with SSC Code of Business Ethics and Conduct Policy is mandatory. SSC is committed to preventing and detecting criminal and/or unethical conduct within our organization. The goal is to comply with applicable laws and to promote and maintain our reputation for integrity and honesty. SSC's expectations and policies closely align with client's Code of Conduct for Service Providers. You can be certain that all of these standards will be enforced for strict adherence. A copy of SSC Code of Business Ethics and Conduct policy is available upon request.

Included in our Code of Ethics is a strict non-disclosure agreement. This agreement is to protect you the client and any and all sensitive information that Strategic Security Corp. staff may be privy to.

Company Corporate Culture and Partnering Fit

Strategic Security's culture goes hand in hand with our business strategy. It starts and ends with the client. The way our culture supports our business strategy is strikingly similar to yours. We strive to recruit and maintain the best possible people for our partners so that we can provide excellent security and both internal and external customer service. This selection process begins with our Executive level and continues to line level employees. Our Executive level team is flat and nimble with regards to change so that corporate red tape is removed, and our partners do not have to wait for an answer.

Our culture is formed through providing our associates with standards and goals. To understand our culture and their respective job duties we stress training, constantly check for understanding and issue measurable objectives. Our Supervisors and managers are trained to look for intrinsic motivators to help propel their direct reports to strive for the next level of performance. We derive our culture from our clients, after all you are who we are serving.

As an organization we understand and share the concerns for safety and security that our clients have. We address these concerns by doing more than other companies. Strategic Security Corp. offers a diverse, experienced, and nimble management team that provides a full spectrum of services with a single face to the client. We become a security partner that is committed to enhancing the safety and security of your organization so you can focus on core business objectives.

It is Strategic Security Corp. (SSC)'s ongoing goal to set the industry standard and continually raise the bar so that every employee, service and product surpass that standard for quality. To this end, we have implemented a comprehensive Service Excellent Framework approach to doing business. Measuring and improving client satisfaction is emphasized in every facet of our organization.

Most vendor-client relationships are reactive, where the client recognizes a need and the vendor is contracted to fill that need. With Strategic Security Corp. (SSC), however, that relationship is flexible, proactive, and expansive.

How Does Strategic Security Implement Cultural Change?

Strategic Security Corp. has a proven plan to implement a corporate culture change for our clients. While the plan and implementation may be ours, the culture is defined by the client. It starts with knowing what the culture our clients desire.

1. **Define a set of desired values and behaviors.** Strategic Security incorporates these desires into our on boarding process. These values and behaviors are then worked into ongoing training and even the pre-hire process.
2. **Align culture with strategy and processes.** Strategic Security will take your culture and align it with our HR process. Ensuring that only candidates who fit into the desired culture will be selected.
3. **Connect culture and accountability**. Strategic Security will make sure that all employees are well versed in the desired values and behaviors that you expects. Supervision and management will play a key role in getting employee buy in for any corporate cultural change and will drive any directives issued by your organization.
4. **Have visible proponents.** For culture change to stick, it must be a priority for all involved. It must be demonstrated and embraced by all upper management.
5. **Define the non-negotiables.** What aspects to the change in culture are a priority and need to be implemented immediately, what aspects can be implemented in a more phased in approach?
6. **Measure it.** By implementing employee surveys, talent analyses that identify gaps between desired and actual behavior, and assessments of ethics hotline usage.

Strategic Security Implements solutions in a variety of ways depending on the severity of the action item in which the solution is being implemented to address. When implementing a cultural change where we are looking to change existing behaviors to fall more closely in line with a new culture desired behavior is a staged process.

1. **Educate:** Starting at the executive level of Strategic Security we will educate ourselves on our client's culture. Our executive designee will train client specific managers and supervisors on the expectations and benefits of the new culture. Managers and Supervisors will in turn train, and most importantly get buy-in from, the staff.
2. **Check for Understanding:** During this period additional monitoring and supplemental coaching will take place on site. Management observation of staff will increase to ensure that the new cultural guidelines are being followed.
3. **Accountability:** Once we have educated all employees working at your organization regarding the desired culture and have established their understanding Supervisors and Managers will then begin holding them accountable for exhibiting the desired behaviors. This will be documented and may fall under our progressive discipline program depending on the behavior.

Strategic Security can transition services in less than 30 days; however, depending on the size and complexity of transition, a 90-day transition period may be prudent. If we are tasked to additionally change the culture of existing security staff who we retain, if awarded the contract, it can take up to 90 days for full compliance.

How Strategic Security increases focus on Customer internal business partners?

Strategic Security Corp. will provide proactively professional advice, guidance and services MetLife based on your current and future business situation, problems and objectives. Strategic Security will help to provide real value to your Customer internal business partners.

Strategic Security is focused on all aspects of customer service. Strategic Security selects and trains our staff for a business environment. In addition to the requirements set forth by your organization we ensure that all our staff are both professional and engaging. We understand that often times Security personal are the first impression of your business, and perception is reality. So we look to provide the most professional officers for our clients.

What change management challenges does Strategic Security foresee? How will Strategic Security overcome them?

Strategic Security Corp. has transitioned numerous large-scale projects with very few major challenges, however; we are prepared for any challenge that may present itself.

1. Work stoppage by existing contractor: Upon award Strategic Security Corp. begins to hire and train a reserve guard force in all of your organization's geographic areas.
2. New Technology: Incumbent guard force may need additional training on Strategic Security's report writing software, timekeeping programs or guard tour tracking system. This is mitigated by Strategic Security's mobile training team that is present on site during all transitions.
3. On Boarding of existing security staff: With your approval Strategic Security Corp. will issue a detailed letter with precise instructions on how to apply, the requirements for the position and any additional documents that must be uploaded. Strategic Security Corp. also deploys additional HR generalists to client sites during the onboarding process.

Results Oriented Performance Culture

Regular assessment of organizational and individual performance and the continuous measurement of outcomes are necessary for Strategic Security to adapt processes to conform to evolving threats and the changing needs of its stakeholders. To create an organization that is results-oriented and performs to its maximum capabilities, Strategic Security will develop a performance culture by:

- Developing a performance management process in concert with Government requirements to strengthen business functions, enhance administrative support, promote efficiency and effectiveness, and report on organizational outcomes.
- Implementing a robust employee performance appraisal system that links results to organizational goals and clearly differentiates between levels of performance; the system will be structured to recognize and reward performance and hold individuals and their supervisors accountable for achieving outcome- focused results that contribute to the mission;
- Utilizing performance measures to gauge and evaluate success toward meeting Strategic Security Human Capital activities, which map to Strategic Security Human Capital goals, strategies, objectives, and initiatives; and
- Continuing to conduct regular inspections and program reviews to ensure accountability for outcomes that will inform and improve planning, programming, budgeting, and execution.

Strategic Security is committed to sustaining a productive and diverse workforce. The performance management system will not only be instrumental in achieving the goals of the organization by recognizing and valuing individual performance but will serve as a vehicle to encourage employees at all levels to proactively contribute to mission success. Further, the institutionalization of a results-oriented culture will be the basis for workforce management decisions and employee perceptions of Strategic Security as an employer of choice. The performance management system will not only be used to support staffing decisions, but to inform developmental planning efforts at the individual employee level for mission critical occupational training.

Company Overall Business Strategy

Security companies with a traditional strategy like G4S, now Allied, Securitas and Garda World become the premier brand in the industry and they deserve to have become the premier brands but premier brands fade and their value is mostly in their footprint, not quality of service and lessens to a future generations of buyers on what they do and what they do not, whether it be responsiveness, access to senior level

management, emergency response or the hassle free ability to adapt to the ever changing needs of a client in today's times. But we're not interested in becoming a premier brand just yet so we change with the times security solution providers like SSC whom are also business operators are always on the cutting edge shifting to AI machine learning and impacting analysis not just for profit but for the profitability of mankind.

We at Strategic Security never wanted to be the biggest, just the best!

In talking with prospects and customers we have identified several main beliefs that keep our prospects stuck from experiencing excellence in customer services from Strategic Security:

- That they are going to receive greater customer service from a larger supplier
- That a larger supplier can service all their needs.
- That large Suppliers can and will make changes as needed.
- That large suppliers can provide additional service at a moment's notice
- That no one can compete with the price points of a larger supplier
- That transitions are difficult and uncomfortable. Most companies must be really frustrated to move from an incumbent.

Stop staying up at night and worrying about a security breech from lack of guard attentiveness, poor customer service by a supplier that is not focused on your account, that you are just a number on a P&L sheet to or that doesn't *possess* the ability to quickly scale up security according to the appropriate threat level or need. Protect what matters your job security and how you support your family.

A larger supplier is not always better. The larger suppliers or monuments of the industry have inherent challenges in providing expertise across the myriad of specialization disciplines that clients are finding they need. In addition, they faulter at the ability to quickly scale up for instance going from unarmed guard to armed guard to an executive protection officer or providing emergency response services in as little as 4- 24 hours. As new threats are constantly emerging the ability of your supplier to pivot on a dime is vital. Strategic Security has a proven track record scaling up quickly and pivoting on a dime and providing these services at competitive price points.

Strategic Security's overall business strategy starts with the client and ends with the client as our continuous
improvement programs always have us listening, learning, and innovating for our partners. Led by career law
enforcement professionals and business executives, the cultivating of transparent and trustworthy relationships has been a cornerstone since our inception in 2002. It is through these relationships that we have experienced significant repeat business, growing as our clients have grown.

This mindset extends beyond our interactions with our client base and permeates throughout the organization: recruiting best-in-class personnel, robust training initiatives, and employee recognition allows SSC to field and retain the highest performing security personnel.

Our mission is to promise our customers that we would remain consistently committed to searching out and developing new and innovative technologies that would enable us to provide our customers with the highest quality products available in the market to serve, secure, and care for the people and businesses.

Tying together all this human intelligence from both our clients and our internal staff is the adoption and deployment of cutting-edge technology:

- Our Dual 24-hour Global Security Operations Centers provides for a physical, centralized headquarters for monitoring, detecting, and responding to security issues and incidents to support SSC field operations.
- Our Service Ticket System allows for 24/7 reporting by all stakeholders, creating actionable requests that will be staffed and addressed, creating a documented workflow.
- Geofencing, a mobile device is carried by all security guards. This application passively monitors the location of guards in the background, whilst also allowing guards to scan QR Codes at predefined checkpoints.
- Our workforce management portal provides live, continuous visibility of officer location, customer assets, people, and activity.

In addition to our mission, we have reinforced our company objectives, principles, and values:

Objectives

- Deliver sustainable, profitable growth
- Leverage strong market position to meet the demands for global security

Company Principles

- ***United as a team.*** We put our employees first to serve our clients best. We discuss ideas and solutions openly and vigorously but execute as one.
- ***Nimble, fast and responsive.*** We aim for clear accountability and empowered decision making. Being action oriented is our goal, along with being in the field, not in the office.
- ***Client focused.*** We evaluate decisions and actions relevant to client impact and present an integrated solution to the client.
- ***Obsessively focused on results.*** We strive for clear metrics: client retention, new business growth, EBITDA (earnings before interest, tax, depreciation, and amortization), non-billed overtime. We reward achievements and make the right trade-offs across short and long-term objectives.
- ***Efficient and effective.*** We offer outstanding support and minimal bureaucracy and build smart processes.

Values

- Deliver a single pane of glass for operations view across the business
- Provide greater visibility and management of capacity and assets
- Automate processes to deliver cost saving

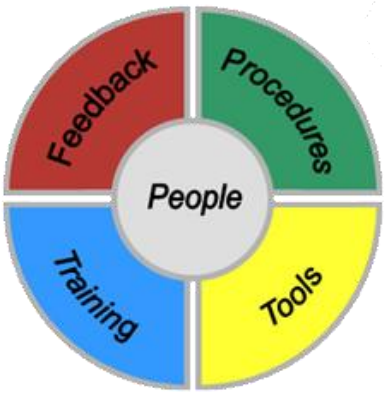
Always striving for continuous improvement, SSC takes all of the inputs from our clients, our staff, and our technology and plugs them into our Total Quality Management process of a "Plan Do Check Act (PDCA)" cycle. Proven adept for solving problems and improving processes, essential elements of the PDCA are:

1. **Plan.** Determine goals to be achieved and methods to reach them
2. **Do.** Implement the methods.
3. **Check.** Examine the results: was the goal achieved? Was the improvement hypothesis validated?
4. **Act.** If the goals were achieved, adopt the new methods permanently. If not, determine the cause of failure and return to Plan. Continue this cycle until no more improvement or process is required.

Concept	SSC Manifestation
Service Commitment	• Our organizational approach for assuring client satisfaction • "Are we meeting expectations and creating value?"
Service Level Management	• Our account management approach for using tools and measures to assess and report the level of service we deliver to each client • "Are we delivering consistent service across the client locations we serve?"
Performance Management	• Our operational approach to addressing service level and cost • "Are we gathering the data at the local level that allows us to determine the service behaviors and methods that yield the best results for the security services team?"

Business Philosophy Service Excellence Framework

SSC delivers a customized service solution to achieve your performance goals. We accomplish this through our Service Excellence program, a five-category framework that integrates service delivery, management and measurement:



Components within each of these five categories guide our service teams, measure and report performance and ensure that we meet the unique requirements of our clients.

The following table lists the major SSC components of each category.

Category	Major Components
People	• Hiring Management System (HMS) • Benefits, Incentives & Recognition Programs • Psychological profile (IPAT) for armed positions
Procedures	• Client Service Plan • Transition Plan • Post Order Requirements Survey • Periodic Hazard Assessment
Tools	• A technology-based tour tracking system (several options available) • Post Orders Template • Real-time incident reporting and • Win-team, computerized scheduling, payroll, invoicing & financial records tool • National Communications Center (if needed)

Training	• Five Star Officer Training Program • Supervisor Training • SSC Firearms (when appropriate)/Use of Force Training • State license required training • First Aid/CPR & AED • Customer Service Excellence Training
Feedback	• Performance Management Plan (PMP) • Service Enhancement Plan • Quarterly Business Reviews (QBRs)

SSC tools have a real time computerized scheduling, payroll, invoicing and financial records system. SSC will also have all employees sign in via a GPS tracking time and attendance system as well as a logbook upon arriving at and departing from your locations. SSC acknowledges that a Client Authorized Representative will verify the arrival and departure times and countersign the entries.

Most client relationships succeed or fail based on the local management team's supervision and the ability to satisfy customer requirements. SSC recognizes that qualified and experienced personnel who are dedicated to your goals and objectives are a major factor in providing responsive and professional services. We intend to maximize the use of the Site Manager/Trainer and local supervisors who are most knowledgeable of the work force, the mission and the client's operating philosophy.

Regional Manager/Trainer are empowered, to the maximum extent possible under the contract, to ensure prompt and decisive action on daily operational issues. This will facilitate quicker decisions, better response and instill confidence and respect among your employees. Additionally, He/She will serve as a mentor for Shift Supervisor and Security Officers and they will oversee contract compliance by periodically assessing performance against the contract requirements and directives. As your requirements change, the shift supervisor will be empowered to promptly adapt and implement the necessary changes; and when required, he can call upon a seasoned and experienced executive field support system for assistance. This management approach expedites services, builds confidence within the organization and fosters cohesion and teamwork.

Operationally, the most important contributor to the Site Level Management & Supervision plan is the Regional Manager. As it pertains to communication, the Site Managers will initiate the upward notification process for site specific items and will disseminate incoming guidance provided for the community while documenting both transactions for record keeping purposes. They will be involved in the recruiting and hiring process by reiterating the employee referral program and having an active involvement in the interview process to ensure any personnel assigned to you will be a good fit. The Site Manager also will be critical in training, recognizing, and holding SSC security personnel accountable for their performance. Accurate invoicing begins with the Site Manager/Trainer schedule creation, timekeeping submission, and payroll review.

Information Technology Policy

Strategic Security has implemented plans designed to mitigate any IT or control weaknesses. Controls like New Hire/Termination paperwork, Security group access to Sharepoint, Citrix Share file, Company issued devices, active directory, Office 365 Two Factor Authentication, sign on risk policy, non-generic and non-shared non-expiry passwords. Strategic Security uses Ring Central for virtual meeting. use Ring Central Video for meetings which we password protect our meetings, allow only the host to control the screen, lock the meeting once everyone's arrived, don't share meeting links on social media, review and familiarize ourselves with other security settings (screen sharing, use of waiting rooms, etc..)

Upon contract execution SSC will provide its detailed IT Policy.

Company Non-Discrimination and EEO Policy

Strategic Security does not tolerate and prohibits discrimination or harassment of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as “protected characteristics”). The Company also prohibits retaliation as defined below.

The Company is committed to a workplace free of discrimination, harassment, and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful.

Upon contract execution SSC will provide its detailed Non-Discrimination and EEO Policy.

Corporate / Executive Team and Proposed Relationship with You The Client

Strategic Security Services

Strategic Security believes in partnering with our clients and because of that, we will be immersed in your culture and as dedicated to your security program as you are. When you partner with Strategic Security, value to your organization will be made visible through accountability, transparency, measurement, responsiveness and engaged management and staff. Strategic’s general approach to security is to: *Operate, Evaluate, Innovate.*

Strategic Security is recognized by our clients as the industry leader, specializing in force protection and access control to commercial clients, municipal, state and federal government facilities and agencies, including:

RETAIL | FAST FOOD | BANKING | GOVERNMENT | MANUFACTURING

INDUSTRIAL | HOSPITALITY | TRANSPORTATION | UTILITIES | SPORTS & EVENTS

EDUCATIONAL INSTITUTIONS | COMMERCIAL REAL ESTATE | FINANCIAL INSTITUTIONS | RESIDENTIAL COMMUNITIES (HOA) | SHOPPING MALLS & CENTERS

Memberships

- International Association of Chiefs of Police (IACP)
- National Sheriff's Association (NSA)
- National Institute of Government Procurement (NIGP).
- The Company is active with the **US Department of Homeland Security/Homeland Security Advisory Council** (HSAC), as well as the Overseas Advisory Security Council (OASC).

Guard Force Protection Services Division provides more than…

- SSC provides more than **800,000** man-hours of armed and unarmed security services to municipal, state and Federal government facilities nationwide annually
- **2,500** specially-trained Government Services contract officers
- More than **100** municipal, state and Federal customers
- Nearly **1,000** government facilities; up to **5000 plus** locations under a single commercial contract.
- Dedicated Subject Matter Experts and Account Managers

National Support | Local Support



The Company's corporate management team is made up of industry executives who understand your business needs and have in place the programs and training to ensure clients receive best-in-class services, the ***National Support*** of our ***Local Response***. Centralized functions are housed at Headquarters in Smithtown, NY as well as our Global Security Operations Center (GSOC).

- Accounting Shared Services
- Research & Development
- Finance and Accounting
- Human Capital Management
- IT
- Legal Affairs and Compliance
- Project Management
- Quality Assurance Team
- Purchasing
- Talent Acquisition Team
- Training
- Marketing & Sales Services
- Project Management

Executive Oversight

The primary roles of Strategic Security's corporate management team may include, and is not necessarily limited to supporting the local program management team to ensure they do the following:

- Recruit qualified, trained screeners to provide security screening functions in accordance with Cabot standardized security policies and procedures and with client direction
- Achieve a high performing screening and administrative workforce
- Ensure that the best possible people with the skills required are efficiently scheduled and, on the job,
- Respond effectively to client direction
- Respond immediately to changes in the client security posture—e.g., elevation to Threat Level Orange
- Create and implement effective and innovative workforce management practices that retain and develop the workforce
- Manage administrative functions necessary for the effective support of the screener workforce
- Identify possible innovations in recruiting, assessing, and training while meeting national standards. Propose innovations as appropriate in security procedures
- Provide effective cost management
- Take direction from client to ensure a seamless security experience.

Strategic Human Capital Implementation (SHCI)

Implementing the SHCP is a key step in Strategic Security 's progress to building a highly effective, performance-based organization. Strategic Security will utilize a standard method (below) to systematically plan, implement, and evaluate human capital requirements by defining the suppliers (individuals who will provide inputs into human capital planning and execution), the inputs (artifacts and resources needed to execute human capital processes and deliver the outputs), the processes (defined sequence of activities to map, measure, and improve human capital planning and execution), the outputs (human capital products, services, and/or information valuable to customers), and the customers (those whom the human capital processes will affect and benefit).

At Strategic Security, talent management efforts are directly aligned with long-term strategic goals, and executives are viewed as the company's corporate talent scouts. Part of every executive's job is to identify high-performing employees and help them build their skills and experiences so they can move up the corporate ranks. Leaders are held accountable for the development of their people even if it means moving

them to another division. Strategic relies on a 70-20-10 model of talent development with 70 percent of the development coming from experience, 20 percent from coaching and 10 percent from classroom or other training. Leaders are expected to look for opportunities for employees to gain experience and to provide them with the necessary support and coaching to be successful. To ensure this support occurs, executives are celebrated when one of their people succeeds, and part of their compensation and promotion is tied to how effectively they support talent management on their teams. Having a culture where people want to help others succeed can't be understated.

Succession Plan

Strategic's succession plan is based on four concepts: continuity of operations, job shadowing, documentation, and comprehensive mentoring. Continuity of operations has two parts, formal training and the passing of unwritten department history, policies and cultures. Job shadowing would have the perspective key personnel shadow a position for a period of time prior to actually being promoted. Documentation would be the developed manuals that are specific for a given position and finally comprehensive training provided by both Strategic and the client. This is done by the next position in the rank structure that allows for the junior officer to take command of both field and supervisory situations to gain the experience.

Strategic's succession strategy follows a 5-step process:

1. Replace planning: What positions will need to be filled and when? This is a daily review.
2. Human Resources Audit: Who is available to fill the positions? This is performed on a weekly basis.
3. High Potential Employee Identification: Who are the best candidates? Monthly analysis of KPIs and performance evaluations.
4. Employee Input: Completion of an individual learning plan. This is ongoing and open to all staff for career advancement.
5. Development: Get the candidates qualified. During monthly meetings a individual staff review at all sites is conducted to identify candidates that are eligible to be placed on Strategic's pathway to success.

The 7 critical dimensions necessary for Program Management Team development:

1. Leadership
2. Problem solving / decision making
3. Fiscal management
4. Professional demeanor
5. Interpersonal skills
6. Organizational skills
7. Oral and written communication

Local and National Service Delivery Model (PCDA)



Strategic Security serves a critical role as a partner in your operations and busines continuity where our services are employed. Your locations will incur zero risk of service disruption due to a transition. Strategic has assembled the right process and security team to maximize our value to your organization. We will utilize our audit program to identify any blind spots ad will continuously improve our current practices to meet the evolving threat landscape and your needs.

Strategic Security implements a four-step process of (Plan, Do, Check, Act), to understand and meet your needs while delivering continuous implement. We will meet with you regularly to perform a review process, discuss emerging threats and provide return on your investment (ROI).

PDCA, illustrated above begins with the base lining of quality control goals and creation of "stretch" goals. "Stretch" goals provide benchmarks for achieving continuous improvement in service delivery. Stretch goals represent the proactive clement of our management approach by providing definitive targets that exceed customer expectations.

1. During the **"Plan"** phase of the cycle, the goals and objectives are communicated to the officers, supervisors, account managers through procedures and training.

2. The **"Do"** phase involves all activities associated with performing work in accordance with established Standard Operating Procedures and post orders. Our post orders will be aligned with your polices, protocols and procedures and Standard Operating Procedures communicate continuous improvement through checklists and instruction. Checklists provide another means for employees to implement continuous improvement techniques. The customer is a key contributor to continuous improvement. During the "Do" phase, we solicit their interaction and assessment of our performance. We seek input that can lead to improved delivery of services. We encourage officers, supervisors and account managers to note opportunities for continuous improvement observed during work performance.

3. Our data management systems provide the capability to compile performance metrics into a single reporting structure. This supports the **"Check"** process and provides the Account Manager and client point of contact for contract with visibility of over-all Task Order performance. It is at this point, that we can evaluate performance to goals and assess continuous improvement progress.

4. After performance data is compiled and evaluated, we adjust our goals, processes and tools during the **"Act"** phase. The information from the "Act" phase is looped back into the "Plan" phase.

Account Management Model

A Strategic Security account manager will make a critical difference in the success of the Department's security program. Its needs, culture and organizational goals set the tone for the account manager's priorities. This individual manages day-to-day security operations and ensures that your security vision is Strategic Security's security vision.

Beyond managing administrative tasks like scheduling and reporting, we know the importance of ensuring the highest levels of on-site supervision, a focal point for all operational issues and delivery of day-to- day security and services. On-site security leaders are empowered decision makers, **available at all times for quick response to emergency situations and escalated security issues**. Account managers have the experience to provide solid leadership to the Strategic security management team at your locations, able to make sound judgement calls and implement change if necessary, with the authority to engage regional or corporate functional support as needed and a client focused mindset to ensure your interests and high standards of service are always top- priority.

Account Operational Management Approach

Our Client Value Manager provides operational supervision of all screening and integration as well as overseeing the screening, control, training, and scheduling functions. He provides support and oversight to the site supervisors / lead security officers / guards when special circumstances warrant. Our Client Value Manager and designees also conducts QC inspections to ensure proper execution and monitoring of all screening functions. We stagger our manager work hours to cover shift changes and ensure comprehensive oversight, especially during peak periods. Supervisors, Lead Officers are expected to provide strong supervisory control, oversight, and direction for the workforce.

Employee schedules are created and adjusted based on client needs, expected screening throughput capacities, paid time off inputs (call offs, sick leave, annual leave), stakeholder requests and needs, training requirements, SOP requirements, other security activity needs, certification needs, and anticipated wait times. A shift bid process compliant with operational needs weds employees to a longer-term predictable schedule (shift and location). Short notice needs and changes (call offs, training and testing, cancellations and delay starts) are coordinated by the Client Value Manager.

Our management and supervisory team coordinate closely with the client's staff starting in transition and throughout the contract period of performance. We take the partnership component of the security program very seriously and work towards frequent and transparent communications of critical program operations and information. We organize our data and information to be as concise and timely as possible to minimize the impact upon them. Figure below presents a generalized expectation of the interface with our client counterparts necessary to establish and maintain effective contract communications and coordination.

SSC	CLIENT
TO Transition Manager	Client–as needed, Designated Client POC – twice weekly, Technical Monitor – weekly, Program Mgr. – monthly, COR – weekly
TO PM	Client–as needed, Designated Client POC – twice weekly, Technical Monitor– daily, Program Mgr. bi – monthly, CO – monthly, COR – weekly, Designated Client POC Managers – daily
Compliance	Client Training Coordinator – daily
Contract Admin	CO and COR – as needed

Figure. Communication Frequencies

Account Operational Support Narrative

We developed our scheduling and staffing solution using the following three data sources:

- We obtained employee/customer/vendor throughput data from client and evaluated the hourly average staffing requirements based on client standards and the type of screening equipment at client locations.
- SSC conducted an on-site survey of the current operations at the client locations for any checkpoints to identify opportunities for added efficiencies and effectiveness in the current process
- We used subject matter experts to evaluate the current client configuration and compared this with the industry standards for screening operations and staffing in the SSC Best Practices Expedited Screening Guidebook

We incorporated estimates for employee leave, call-offs, and ongoing training requirements to establish optimum scheduling and staffing. We accounted for blended lanes, and pre-check lane flexing in our schedule, with plans to open lanes in a sequential order to respond to surges persons to be screened.

Account Mechanism to Create Shift Flexibility and its Impact on Operations

To mitigate any projected operational impact created by staffing shortfalls, SSC uses an 'on-call' roster and a 30% reserve force as a component of each bid cycle to provide shift flexibility. This approach allows the screening force to volunteer for additional hours in response to any projected staffing shortages.



All on-call personnel, whether PT or FT, understand that they must be available to work on short notice and must be available at all times during their on-call period. Generally, all on-call personnel must be able to report for duty within 2 hours from notification of recall. Personnel are not required to be available, but sign up if they would like to be considered for additional hours should the need arise. To maintain appropriate coverage during peak service hours, predictable annual increases, and surge for exigent circumstances, we use PT personnel first and unscheduled overtime (OT)

second, While a perfect balancing OT allocation is not always possible, we strive to apportion it in a fair and equitable manner over the rolling schedule period. Our entire screening force are trained, certified, and capable of operating every function in any screening location and can augment Screening Teams when needed. The Figure depicts the sequence in which we activate various workforce enhancement approaches based on the type of staffing event.

Account Program Management Approach

SSC provides two significant advantages to the client in the requirement to provide qualified staff and management personnel. First, our team has important corporate past performance in large government and commercial contracts with significant individual and similar scope of work requirements. This means we can skillfully and knowledgeably execute the client's unique requirements, SOPs, management directives and regulations. Our Program Management Office (PMO) fully understands the management requirements, training initiatives, and staffing considerations. Second, we are proposing key personnel with decades of collective law enforcement, military and commercial security experience and as well as industry specific security management experience.

Process and Procedures to Manage the Total Work Effort. Our proposed client organizational structure combined with our corporate support and SMEs will effectively oversee the staff at your location(s). Our technological capabilities help us reduce labor costs by eliminating idle time, determining efficient staffing levels and dynamically redeploying personnel while empowering officers to focus on you the client through employment engagement via an intelligence driven workforce that is monitored by our Global Security Operations Center (GSOC) in real time.

Effective communication between the screening Officers and the supervisors allows for the timely and effective distribution of screeners throughout the checkpoint and minimized throughput of those seeking entry into your facility. Additionally, knowing at a glance which Officers possess single or dual function certification, or cross training, provides for a quicker response time when relocating officers from one task to another.

Additionally, we use the SSC's Best Practices Common Operating Approach model of screening operations and fielding high-performing teams, briefing the mission, executing the security procedures, conducting after action reviews, and incentivizing and rewarding as detailed below.

SSC Standard	How SSC- Delivers
Develop and deploy high-performing employees	• Covert and overt testing standards are fully incorporated into SSC's Training SOPs • Annual Proficiency Reviews (APRs) are up-to-date for all employees • Checkpoint teams are comprised of required fixed positions for open security lane • Checkpoint personnel rotate every 20 to 30 minutes as per the schedule • Training relief teams are used to keep checkpoints open during recurrent training • If applicable lead or supervisory officer ratios maintained for checkpoints and screening • Opening/closing checklists are completed pre-and post-shift
Brief the mission	• Team is briefed on a regular basis on critical checkpoint areas • Pre-shift briefings are conducted with all personnel prior to reporting to their duty stations • SSC maintains the ability to push this information directly to each officer via their issued device.
Execute security procedures	• Supervisors manage and supervise the patrol, checkpoint and screening personnel real-time • Audit checklists used to observe checkpoint personnel, feedback, and corrective action regularly provided

SSC Standard	How SSC- Delivers
	• All OJT monitors are certified per the client's policy, designated OJT monitors provide daily reviews with assigned officers-in-remediation and new hires • All security procedures are properly executed and regularly audited
Conduct after action reviews	• Supervisors conduct a post-shift debrief covering operational strengths and covert/overt threats that need to be improved • Lessons Learned are shared with all screeners via daily briefings
Reward and incentivize	• SSC- recognizes its team on a regular basis in the form of on-the-spot feedback as well as structured, regular rewards, and recognition • High performing team members are recognized with Officer of the Month and Quarter incentives, including public recognition and monetary rewards

Figure. SSC Standards

Account Approach for Organizational Management with Local Focus

Strategic Security Corp. (SSC) is a has over 56 local branch managers throughout the United States, 2 in Mexico, 1 in the UK and 3 in Canada that are their own entity and operate independent of the parent. Each branch manager offers the commitment of a small business owner, with P & L responsibility for his/her local business operation. Our local branch human resource department conducts personal applicant interviews and manages our comprehensive hiring and screening process for all new hires. Our local branch offices throughout nation will support the corporate headquarters where the scheduling manager coordinates scheduling and payroll with each site supervisor and assists with special staffing requirements for temporary or intermittent service. The scheduling manager also ensures that the correct payroll information for each client is submitted weekly, which in turn generates accurate invoices.

You will be supported by a local Strategic Security branch office that will act as a support team behind the employees and managers who will provide security to each airport site. Support staff and management already have specific knowledge of your security program and market, and will continue to oversee strategy, hiring, training, scheduling, supervision, and administration. Branch office managers, recruiters, trainers, and support staff also assist with:

- Promptly filling extra coverage requests
- Coordinating and activating emergency response plans
- Ordering, fitting and distributing uniforms
- Quality Assurance including off-hour inspections
- Onboarding new employees
- Training and human resource inquiries
- Issue escalation

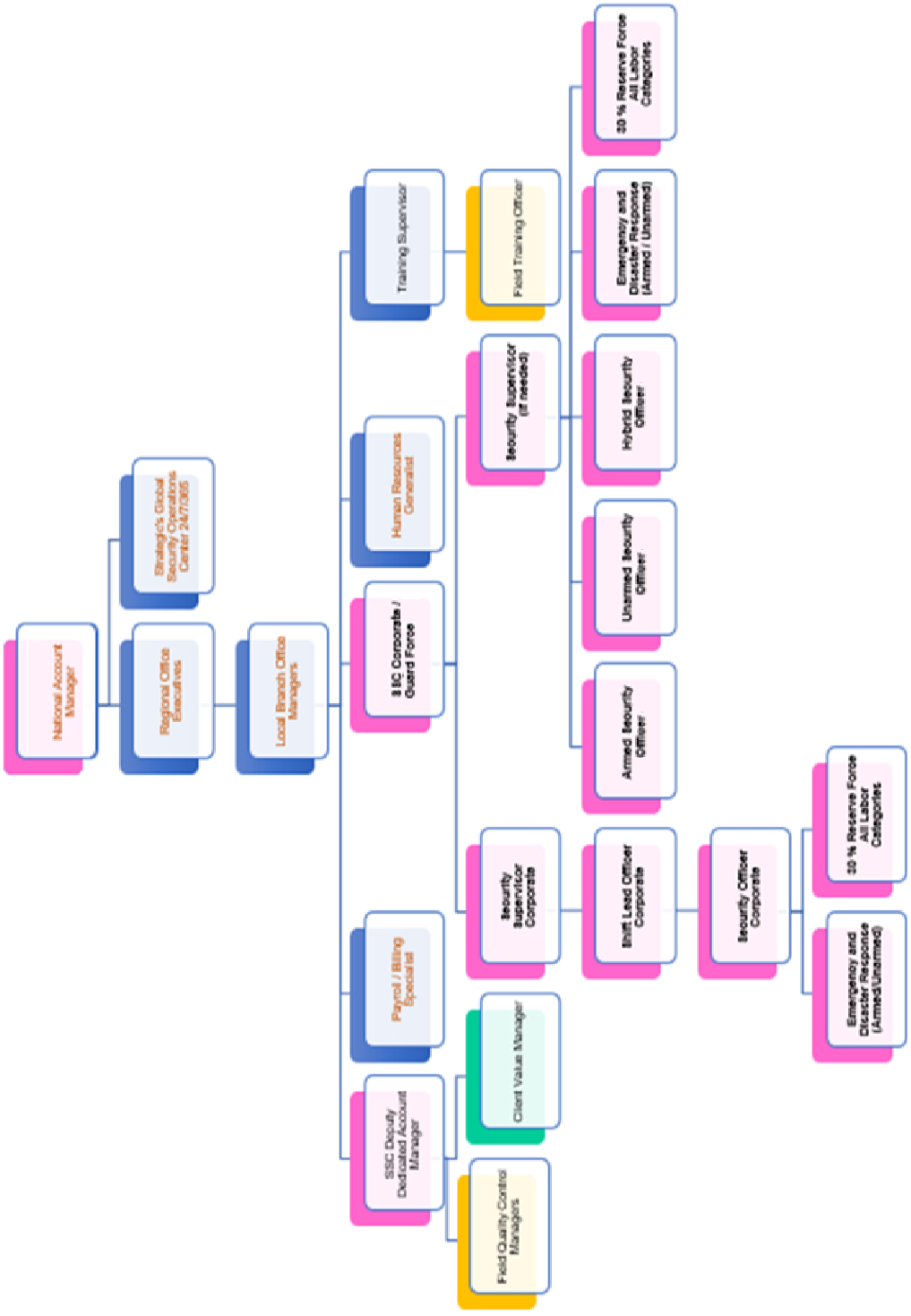
In accordance with the industry standards, SSC provides a full detailed description of our Customer Program Management Plan due after the end of transition. Our plan details our processes and procedures to manage the total work effort associated with the requirements of the RFP. Our executive leadership and assigned key personnel bring hands-on operational experience and understanding of the unique program challenges as former managers on the program. All client screening program operations are overseen at the corporate level by our Director of Operations who falls under the executive leadership and oversight of our Chief Executive Officer.

SSC's transition managers has the authority to fully commit the company on all contractual matters and is responsible for the operational and financial performance of this contract. He has the authority to make any personnel decision necessary to maintain successful contract performance with access to corporate

resources for additional recruiting, training, and quality control. He has complete control over all essential resources and functions. He directs activities undertaken by subordinates ranging from operations controlled by the training coordinator to administration through functional support delivered by corporate staff such as the IT and Payroll.

Account Local Support Organization Chart

Each branch is comprised of the following elements.



Streamlined Organizational Framework

Quality Control

Our Quality Control Plan (QCP) is tailored to ensure all specific RFP / Task Order requirements are met, including requirements listed under the contractual agreement. We use inspection checklists and conduct scheduled and unscheduled (random) inspections/reviews. We submit our QCP, Audits, 30 business days after transition start date.

Quality Assurance

Our approach to Quality Assurance (QA) follows the Plan-Do-Check-Act (PDCA) model. The PDCA cycle can be applied to the overall management system and to each individual element of the system to provide an ongoing focus on continuous improvement. Our QCP encompasses our inspection related activities designed to identify deficiencies, as well as our comprehensive QA activities that aid in the overall prevention of deficiencies.

In addition to our QC inspections, SSC's goal is to meet or exceed the KPIs defined in the RFP, ensuring we account for each of the performance areas listed below.

- Annual Proficiency Review (APR) 1st Time Passed Rate
- Training Execution
- Checkpoint Utilization
- Controlled Security Incidents
- Non-Throughput Rate
- Selectee Find Rate (miss)
- Operational Execution
- Threat Image Projection (TIP) Detection Rate
- Screening Workforce Performance
- Guard Tour Checkpoint
- Report Writing
- Communication
- Customer Service
- De-Escalation Execution
- Patrol

Our QC and QA activities are comprehensive across the full span of the RFP, SSC internal requirements, and RFP / Task Order requirements.

Risk Management Service Process

Strategic Security Corporate Executive Leadership has overall responsibility for the management of risks, and for the implementation and maintenance of control systems in accordance with the Client's policies. Specifically, divisional management and established functional committees are responsible for ensuring that a process for creating risk awareness exists throughout the division.



The divisional presidents are responsible for all aspects of the operations in their divisions, including operational risk management and risk minimization. Operating unit managers and country risk managers are responsible for ensuring that risk management is part of the local corporate culture at all levels within a country

Accountability for managing risks is clearly assigned to a Project Management Team, divisional and local management.

To be successful, all of Strategic's local branch managers must understand the risks associated with providing services and be able to assess and control these risks. Strategic actively pursues different risk management activities to increase awareness and knowledge. One important tool is the business risk evaluation model "The Scale".

Risk Responsibilities

Principal activities	Corporate	SOC	Branch	Team	Phase
Risk Assessment	■		■	■	□ ■ ■ ■ ■
Contract Management	■	■	■	■	□ ■ ■ ■ ■
Loss Prevention			■	■	■ ■ ■
Claims Settlement			■	■	■ ■ ■
Insurance	■		■		□ ■
Quality Control	■	■	■	■	■ ■ ■ ■
Fiscal Management	■		■	■	□ ■ ■ ■ ■
Staffing			■	■	■ ■ ■ ■
Training	■		■	■	■ ■ ■ ■
Hire, Vetting, Clearance, Uniform, Disciplinary		■		■	□ ■ ■ ■ ■
IT		■	■	■	□ ■ ■ ■ ■
Transition		■	■	■	■ ■ ■ ■

□ Initiation ■ Planning ■ Launch & Execution ■ Monitoring & Control ■ Sustainment

Project Management Tools to Control Risk – Quality Control Benefits

Approach / Tool / Method	Applicable To	QCP Benefit
Continuous Improvement Process (CIP)	All Task Order Elements	Motivates employees to drive improvement in all elements of work
Corrective Action Tracking System (CATS)	All Task Order Element Risks	Find potential problems and risks – take action or corrective track until completed.
Time Entry System (TES)	Timekeeping records Information/Communication	Maintains staff work hours in customer format, and accurate on-time information
Platinum/ABRA Suite	Cost/Reports Information/Communication	Matches hours worked, wages paid, and updated wage determination information to billable hours
Integrated Safety Management System	All Performance Areas	Safe working environment for all employees
Service Delivery Management	Security Operations	Constant employees attention to quality improvement
Employee Suggestion Program	All Performance Areas	Involves employees to be committed to improvement
Reward/Incentive Program	All Performance Areas	Motivates outstanding job performance
Discipline Procedures	All Performance Areas	Maintain a professional standard of conduct through a fair and impartial system for improvement
Quality Control Program	All Performance Areas	Assures consistent efficient, effective error free performance
Risk Identification Analysis System	All Performance Areas	Identify Potential Problem areas/implement solutions
Plan Do Check Act Process	All Performance Areas	Controlled Management system reducing errors in operation
Automated Records Management System and Certified Trainers	Training/Qualifications	Assures fully trained, certified officers are on duty-assures timely, complaint training
Officers Handbook **Safety Handbook**	All Performance Areas	Well-defined standards for consistent high quality performance
Standardized Task Order Startup/Transition Procedure **Established, experienced Startup Team**	Task Order Startup	Assures seamless startup/transition with minimal impact by utilizing a proven process and experienced team

Customer Service Plan

Daily Issue Resolution

While local Task Manager and Account Program Manager will serve as your primary contact, additional resources are available during and after normal business hours through our Security Operations Center that is staffed and operates 24/7 /365. Inquiries are logged into a database and assigned a case number. All cases are then monitored to ensure action plans are developed and executed in a timely fashion .

Customer Action Plan

We utilize a formal Customer Action Plan for any and all issues that could arise at your account, which documents your concerns and assigns a due date and responsible party to correct the situation. Once the

issue is addressed and properly handled, we ask that you sign the Customer Action Plan Form to acknowledge that those concerns were addressed successfully.

Account Management

At Strategic Security, we adhere to the philosophy that support, guidance and development are the foundation of effective supervision and resolving issues that may occur. The project manager and local managers are experienced, empowered decision makers who already know your sites and understand your security needs. They are motivated to achieve shared goals and trained to handle critical decisions required in defining the roles and responsibilities of the security guard as well as providing supervision, on-site training, and communication with the client's program staff.

Account Project Manager

- Oversee a team of security professionals and supervisors, including hiring/selection of personnel that is the right fit for your environment.
- Manage scheduling, payroll, training, coaching, and development in collaboration with the local support team.
- Be an empowered decision maker who understands your account and can take ownership of changes that need to be made.
- Ensure all required reporting and contract compliance requirements are met, understood and acted upon.
- Deliver impactful solutions that are focused on improving your satisfaction.

Performance Measurements

- The goal of our contract can be interpreted in only one way: Building great value for the client by providing superior security-and customer-services. Accomplishing this goal requires:
- Providing an exceptional management effort to ensure contract terms and goals are met.
- Recruiting and retaining employees of high quality with the proper customer service skills.
- Maintaining a focused effort of continuous service improvemen

Communications and Law Enforcement Connectivity

Strategic Security has embedded within our Standard Operating Procedures (SOPs), security best practices and client directives, policies and procedures in regard to routine and emergency communications as well as issue escalation and risk management. Strategic Security supports many different communications and dispatching environments throughout our client base within the United States. All communications, transmissions and deployment are coordinated through the airport representatives according to their approved communication procedures and plans. Strategic Security Airport Security Screening Officers typically communicate via radio or cell phone to the client, local Law Enforcement, Federal Law Enforcement, and other Patrol Security Officers.

In all communications, Strategic Security Screening Officers are trained to quickly and effectively position and send Security Screening Officer in response to calls for service, supervisor direction, situational responses and camera-initiated or alarm activities. Our local office and local management team currently services as you your primary point of contact. Site Supervision will be provided by the Senior Security Supervisor, Account Security Manager and local Strategic District Manager. All officers will have access to Executive Strategic Security Management Team and local Strategic District staff. However, our Service Assurance Centers (Security Operations Center) are available to assist client after hours, and for special emergency needs.

STRATEGIC POLICE INFORMATION NETWORK (SPIN) — Strategic's Facebook for the Security Industry

The Strategic Police Information Network (SPIN) is a dynamic, multi-dimensional information sharing partnership between the Law Enforcement & Intelligence Communities throughout the world and Strategic Security affording Strategic's clients connectivity. SPIN seeks to increase public safety through the sharing of important and timely information designed to promote clients' initiatives and maintain their business continuity.

The goals of SPIN are to share information, identify and discuss trends and solutions, and work together toward the common goal of protection of persons and assets. The opportunities and threats existing in any situation always exceed the resources needed to exploit the opportunities or avoid the threat.

Thus, strategy is essentially a problem of allocating resources and SPIN is the solution. Having a strategy is useless without timely actionable information and the ability of implementation. If strategy is to be successful, it must allocate superior resources against a decisive opportunity. Like a product or service, the planning process itself must be managed and shaped, if it is to serve executives as a vehicle for strategic decision-making. Strategic Security Corp. (SSC) believes that a satisfied customer is the best strategy of all.

Connectivity through SPIN addresses:



- General crime trends in a geographical area
- Current demonstration and /or organizing activity
- Past successful organizing campaigns, groups involved
- Funding sources if known
- Geographic areas covered by activists organizations and / or chapters
- Campaign promotional material posted in a geographical area
- Known organizers networks and affiliates
- Permit applications
- Knowledge of all codes and ordinances governing protests / demonstrations

- Local Police Department manpower allocated for a planned demonstration
- "Game Day" Law Enforcement connectivity
- Field and police reports

SPIN features include:

- Research of industry related court filings
- Organization job postings
- Postings on social media
- Open source media
- Training (Distance learning Labor Unrest and Civil
- Disturbances courses available at additional cost)
- Identify security that can respond for key stakeholders
- Identify Public Information Officers
- Crisis Management

SSC has SPIN Facilitators throughout the world. SPIN Facilitators are strategically cultivated based relationships with SSC's core management team totaling over 500 years of experience in law enforcement (LE) and the intelligence gathering communities (IC). It is important to note that SSC SPIN Facilitators need not be a supervisor in their respective police department, rather they need to be the point of contact that is instrumental in the issuance of a permit and / or in the area of planned activity for allocation of law enforcement resources.

"You wouldn't perform open heart surgery without ever having been a surgeon. Let us speak the law enforcement jargon for you. SSC's management team possess over 500 years of law enforcement experience."

Escalation Plan

All staff including executive team is available 24/7

Corporate / Executive Team

JOSEPH SORDI
President / CEO
- Program Manager for 17 Federal Contracts 2002-Present
- 20 Year Veteran NYPD – 15 Years Supervisory Role
- Certified Project and Emergency Manager, DCJS Instructor
- Master's degree in Protection Management

DOUGLAS RUHL
Vice President
- Program Manager for 13 Federal Contracts 2002-Present
- 10 Year Veteran NYPD – Navy and Army Veteran
- Certified Project and Emergency Manager, DCJS Instructor
- Bachelor's degree

DALE GAYLOR
CFO / Ccntroller
- Program Manager for 17 Federal Contracts 2002-Present
- 20 Year Veteran NYPD – 15 Years Supervisory Role
- Certified Project and Emergency Manager, DCJS Instructor
- Master's degree in Protection Management

DAVID WRIGHT
Director of Operations
- Program Manager for 17 Federal Contracts 2002-Present
- 20 Year Veteran NYPD – 15 Years Supervisory Role
- Certified Project and Emergency Manager, DCJS Instructor
- Master's degree in Protection Management

JOHN ALDER
Chief of Domestic Programs
- Program Manager for 14 Federal Contracts 2002-Present
- Retired Broward County Sheriff SWAT Commander
- Certified DHS Project and Emergency Manager, Instrustor
- Certified Project Management Professional

NICOLE KLOPPENBORG
SOC Sr Manager

ESCALATION

DEPENDING ON REGION OF TASK ORDER AWARD ONE OF STRATEGICS' 7 REGIONAL PRESIDENTS, VICE PRESIDENTS AND ONE OF 56 BRANCH MANAGERS, TASK MANAGER WILL BE ASSIGNED

CLIENT

TBD on Task Award
Regional President

TBD on Task Award
Regional VP

TBD on Task Award
Branch Manager

TBD
Account/ Client Value Manager

TBD
Task Order Manager

Project Team

Issue escalation path is illustrated above which ensures prompt response and resolution.

Reserve Force

In anticipation of urgent request that may or may not fall within the scope of the contract or under temporary additional services we maintain a 30% reserve force for each client contract. These services may be required due to increased threat levels or incidents, disasters, civil unrest, job actions, etc. If our reserve force is depleted, we bring in available guard force from surrounding areas to backfill while we hire local staff. Anyone that is assigned to your locations will have been cross trained on the duties and responsibilities.



Transition

Strategic Security Corp. (SSC) is extremely familiar with the rapid mobilization, response, implementation and stand up short time constraints ranging from as little as 4 hours to 90 days. While we prefer a 30-90-day period for transitioning larger scale contracts we have no problem meeting tighter timelines.

Responsiveness

Due to a streamlined management team, an experienced mobile transition team and clear chain of command, we can mobilize and respond exceptionally quick and decisively nationwide without waiting for layers of approval and prolonging the fulfillment of the customer service request. While we understand that this is not an emergency transition, we would like to point out some of our past accomplishments in a much tighter time frame.

2022

August 22, 2022, Strategic Security was awarded an emergency response contract with 7 days start up from time of award for wildfires in New Mexico spanning 14 separate counties requiring 55 armed security officers.

August 7, 2022, Strategic Security was awarded a FEMA contract for Presidential Declared Disaster for Mudslides in Kentucky. The geographic area of responsibility under the contract was the entire section of Easter Kentucky that required 210-armed security guard with a 2-day transition.

February 2, 2022, Strategic Security was awarded a contract for emergency response in 7 counties with the State of Washington which included several counties along the Canadian Border. Strategic was required to provide 35 armed guards with 5 day start up.

2021

February 28, 2021, Strategic Security as part of a national contract with AutoZone was awarded another purchase order for 30 plus new retail locations in California. Strategic transitioned 30 plus retail locations throughout the State of California under Strategic Security self-performing operations requiring in excess of 55-armed security officers in 30 days.

February 18, 2020. Strategic Security Corp was awarded a 6-month purchase order with AT&T one of the world's largest telecommunications companies for 8 retail location in San Diego, California. Strategic will be providing unarmed officers with a 15-day transition.

2020

December 15, 2020, Strategic Security was awarded a national contract by T-Mobile. The award will be for the retail guard coverage, which includes 439,400 hours of permanent service, and an estimated 32,000 hours of temporary hours (for renovations in 1,000 retail sites) annually with a 90-day transition.

October 29, 2020, Strategic Security received an intent to award letter for a multiple year contract for security guard services with Central Florida Regional Transportation Authority for $4.8 million with a 30-day transition requiring 45 armed and unarmed officers.

2019

May 2019 Strategic Security was awarded a Border Security Contract in Excess of 3500 employees in TX and AZ with a 14 day transition.

Sept 2019 Strategic Security was awarded a FEMA emergency response contract more than 500 armed guards 3 states with a 7-day transition.

2018

In North Carolina we were awarded (received contract authorization to proceed email) the contract on Friday, September 28, 2018 at 0933 hrs. and stood up for all requested sites (18 sites 12/7 necessitating 165 armed guards weekly) at the designated start date and time per the email which was, Monday, October 1, 2018 at 0800 hrs., which was 70 hours from time of award.

In South Carolina we were awarded (received contract authorization to proceed email) the contract on Friday, September 20, 2018 and stood up for all requested sites (10 sites some 12/7 necessitating 56 armed guards weekly) at the designated start date and time per the email which was, October 24, 2018 at 0800 hrs.

Implementation Challenges

Implementations, regardless of scope, pose a variety of challenges. The best-laid plans, both strategic and tactical, can go awry without the proper amount of redundancy built into the plan. Through the course of SSC' history, numerous implementation startups have been successfully conducted throughout the world. Today, nine out of ten new SSC clients are either converting their proprietary operations to SSC or are converting from an existing security vendor with whom they work to ensure a transparent change in service responsibilities.

In order for SSC to continuously improve our implementation process, "best practices" and "lessons learned" are communicated to all levels of management to ensure timely and standardized implementation throughout our organization. Challenges and issues, we've faced have provided us with invaluable insight, leading us to our current implementation plan format. Issues we have encountered have originated from all levels within the SSC framework and from client management as well.

Through the numerous startups completed over many years, we have learned:

- To ask critical questions and understand our clients' expectations, both at the corporate and local levels
- To communicate implementation information in a timely manner. We develop employee packets of information and transmit a implementation newsletter to keep everyone informed of start up activities
- To maintain absolute flexibility regarding timelines and implementation schedules. Clients' needs, and their environments can be very dynamic, and frequent adjustments may need to be made
- To fully document and disseminate implementations after any action report. This allows us to evaluate issues and make necessary improvements in our methodology
- That performance measurement begins with implementation. Our clients expect to be kept fully informed regarding achievement of critical implementation milestones. At a minimum, weekly progress reviews need to be conducted with our clients
- That we need to solicit post-start up feedback from our clients, both at the corporate and local levels, and that we need to seek client suggestions for improvement

Our current implementation plans have incorporated into them a detailed schedule that becomes a living document. This framework represents a SSC commitment clients and provides a measurable tool

by which all parties can follow SSC' progress. SSC is well aware of the negative impact a poorly designed and implemented transition can have on the continuity of operations of any client. Our team and our proven processes will provide you with a seamless transition at any facility. Our goal is to achieve a complete transition and start-up with minimal disruption to ongoing operations.

Our transition objectives are to:

- Enter into contract negotiations in good faith to efficiently and quickly establish an executed contract
- Establish contact with corporate and local representatives to receive early guidance during implementation and contract operation
- Refine our implementation plan and develop milestones for the transfer of activities and responsibilities.
- Assess the qualifications and work history of existing personnel to determine who meets the required minimum standards under the new contract.
- Implement our recruitment, screening and selection programs to supplement or replace the existing workforce as required.
- Assesses job tasks, training needs and requirements and then finalize our training program for review/approval.
- Review property control records and account for any client-furnished equipment and material.
- Review and establish (if needed) administrative, logistic and financial controls.
- Revise/finalize our management and staffing plan with Security Management input.
- Analyze and revise general protocols and other directives as needed.
- Develop and/or revise detailed job descriptions.
- Execute a two to four (2-4) week transition plan is ideal, however can be condensed to 24 hrs or less if needed.
- Business Continuity Plan due to client within 7 days of award

- Post Award Conference
- Draft Contractor Plan
- Final Contractor Plan
- Original Business Continuity Plan
- Progress Reports

SSC removes start up concerns through documented processes and planning. We hold your hand every step of the way providing a transparent clear path. This proven, formal approach is documented in our Service Initiation Workbook. The workbook, along with its companion guidebook with instructions, ensures that service starts smoothly and provides a foundation for on-going success. Upon contract award, SSC will provide a documented implementation plan with benchmarks and weekly status tracking and also a number of employee communication tools and resources.

Supply Chain Resilience Program

As your supplier, Strategic Security thinks strategically about how to position operational efficiency for life beyond the pandemic by designing a supply chain that is both resilient and agile, can withstand risks to both demand and supply, and can quickly respond to shocks.

Strategic conducts a rigorous review of the impact COVID-19 is having on demand and the corresponding performance of the supply chain. This will require drilling down to the specifics of how the pandemic has already affected demand and how demand might change in the future.

Phase 1: we map all of your locations that we may be called upon to provide services and overlay geographical areas where we have a strong footprint to self-perform or areas where we will need the assistance of an approved Strategic affiliate.

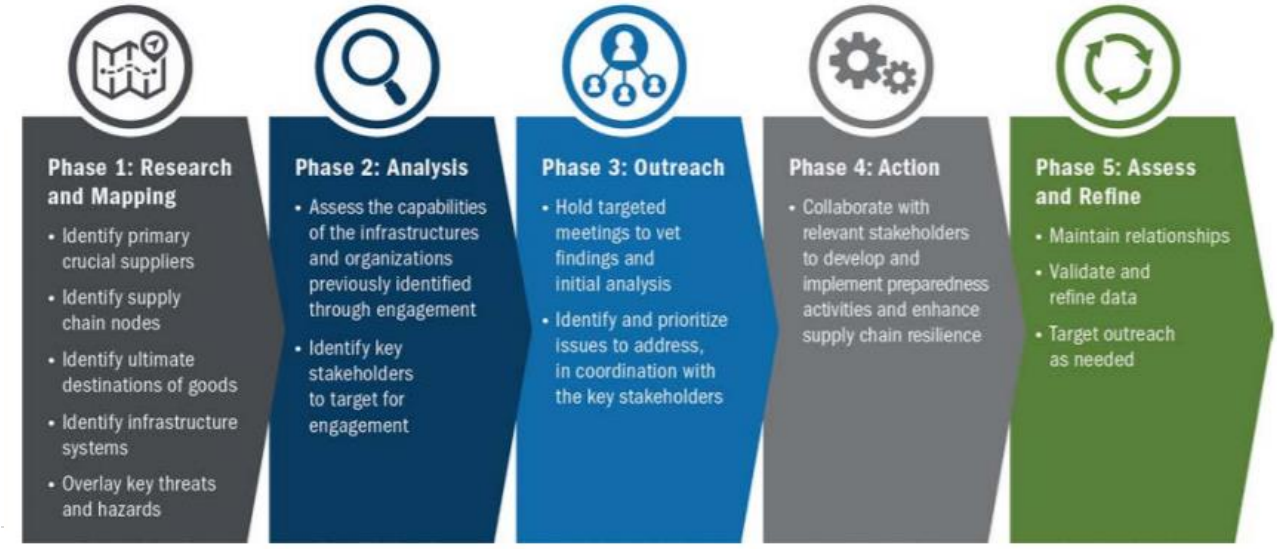
Phase 2: we analyze the capabilities to respond to all locations and the response timetable.

Phase 3: we perform predictive modeling scenarios and tabletops to determine needs

Phase 4: we prioritize tasks to ensure continuity of service

Phase 5: we assess and refine quarterly

Strategic' s Supplier Chain Resilience Program for Guard Service



Task Assigned	Day Number	Person Responsible	Due Date	Date Completed
Conduct Risk Management safety inspection	Days 1 thru 3	Account Manager		
Post Award Meeting	Post Award at clients convenience	Executive Level Management		
Assign and Mobilize Transition Team	Day 1	Corporate Vice President		
Prepare and publish hiring requirements	Day 2	Human Resources		
Develop Site Specific Post Orders with Client approval	Days 1 Thru 7	Project Manager		
Develop Site specific Training program	Days 1 Thru 7	Training Manager		
Review incumbent employees	Days 1 Thru 7	Account Manager/Human resources		
Begin on boarding of existing staff to SSC	Days 1 Thru Start of Service	Human Resources/Compliance		
Conduct Security Officer Introduction Program to all new and existing Staff	Day 7-As needed	Human Resources		
Confirm all personnel files for full pre-screening documentation	Continuous	Human Resources		
Prepare Master schedules in Winteam	Days 1 Thru 3	Scheduling Manager		
Order any additional equipment needed	Day 2	Account Manager		
Order Uniforms if needed	Day 2	Account Manager		
Begin Training modules once approved by client	Days 7-Thru Start of Service	Training Manager/Scheduling Manager		
Review of Training and Licensing	Continuous	Compliance		

Meetings with client to ensure the transition has no interruptions in service	Weekly or as dictated by Client	Contract Manager		
Executive Meeting with client to ensure contract compliance and transition performance	No later than 14 days prior to start of Service	Company Vice President or above		
On Site orientation of Supervisors	2 Days prior to start of Service	Account Manager		
Issue Uniforms	7 Days prior to start of Service	Account Manager		
Conduct On Site training if required	3 Days prior to beginning Service	Account Manager		
Meetings with Client to review implementation	3 Days after commencing service	Account Manager		
Meetings with Client to identify areas of improvement	Continuous	Account Manager		

Incumbent Transitions

Incumbents provided they are in good standing with you, the client and provided they are responsive in transitioning over, they will be given first right of refusal. Additionally, since their current pay rates were not provided, they must be willing to stay on given our proposed hourly compensation in our pricing sheet. However, if you truly desires any officers, supervisors or account manager to stay on and our proposed compensation is below their current pay scale, then we'd be open to negotiating in good faith with you a suitable compensation package that is fair for all. Strategic Security requires information in a timely fashion. If for some reason they fail to respond in completing an on-boarding employment application and document checklist, clearance suitability vetting package, background investigation, payroll uploading required documents, 401k, health care paperwork, drug screening, taking required training either through a distance learning platform or in-person within 48 hours of the request being sent to them via your email that they have on file with us, they will be classified as unfit for employment due to unresponsiveness relating to requested task and their conditional letter of offer will be rescinded. Lastly, we have learned from several successful transitions from larger suppliers to Strategic Security that several larger suppliers have an extremely lackadaisical attitude toward measurable metrics and quality control, thus fostering a sense of complacency amongst account managers, supervisors, and guards. All must be willing to embrace utilization of the tools and support given to them to deliver an unparalleled customer experience to you.

Uniforms, Vehicles and Equipment

SUPERVISOR



GUARDS,
ISOC Security Monitor



COLD GEAR



SAFETY



RIOT / CIVIL UNREST



Strategic Security shall furnish and maintain in acceptable condition all items of uniform and equipment necessary to perform work required by the Contract. Strategic Security is solely responsible for the quality, issuance and performance of all Contractor-provided equipment used in performance of this Contract. Strategic Security shall ensure that all uniformed personnel employees are uniformed in accordance with

SOW and adhere to use of force and deadly physical force policy. Account Managers perform annual inspections of all equipment and uniforms. Procedures are in place to address replacement of due to loss or normal wear and tear. Riot / civil unrest equipment is an additional cost.

Uniform Description:

• (2) Shirts: Company standard Issued S/Sleeve or L/Sleeve w/Company Shoulder Patches
• (2) Pants: Company standard Issued - All weather
• Boots / Shoes: Company Standard Hat: Company Standard Baseball type with "Security" Imprinted
• (1) Duty Belt with belt keepers (if applicable)
• (1) Hand Cuffs w/ case: Company Standard/Double lock (if applicable)
• (1) Firearm, (3) magazines and 56 rounds of approved ammunition (if applicable)
• (1) Level II Firearm Retention Holster: Company Standard, Slide on Belt Type with Hammer Safety Strap: Left/Right as Required (if applicable)
• (1) Double Magazine Case or Speed Loader Case Compatible with Specified Weapon and Ammunition in accordance with SOW (if applicable)
• (1) Glove carrier / w latex gloves: Company Standard
• (1) Expandable/Straight Police Baton w/ holder or Oleoresin (if applicable)
Capsicum (OC) in 2.0-ounce Non-Flammable Flip Top Safety Canister with Fog/Cone, Stream, or Foam Spray Pattern with appropriate holster for container (if applicable)
• (1) Based on the time of year, geographic area and weather conditions, the Contractor along with the COR will decide what type of shirt is appropriate. A winter jacket, patrol type, may be required for the winter months; this will be determined by the Contractor and the COR.
• (1) Baseball Cap
• (1) Cold Weather Knit Hat
• (1) Raincoat
• (1) Traffic Safety Vest
• As needed PPE masks and gloves
• (1) Radio (contract term dependent)
• (1) Cell Phone (contract term dependent)

Use of Force Guidelines

All uniformed security guards are responsible and accountable for the proper use of force under appropriate circumstances. The primary duty of *all* members of the service is to preserve human life. Only that amount of force necessary to overcome resistance will be used to effect an arrest or take a mentally ill or emotionally disturbed person into custody. Deadly physical force will be used *ONLY* as a last resort and consistent with company policy and the law. At the scene of an incident, many guards may be present and some guards may not be directly involved in taking actions. However, this does *not* relieve any member present of the obligation to ensure that the requirements of the law and company regulations are complied with. *EXCESSIVE FORCE WILL NOT BE TOLERATED*. Members of Strategic Security Corp (SSC),will *NOT* use chokeholds. A chokehold shall include, but is not limited to, any pressure to the throat or windpipe, which may prevent or hinder breathing or reduce intake of air.

Deadly Physical Force Policy: Strategic Security Corp (SSC) recognizes the value of all human life and is committed to respecting the dignity of every individual. The *primary* duty of all members of the service is to *preserve human life*. The most serious act in which a armed guard can engage is the use of deadly force. The power to carry and use firearms in the course of service is an awesome responsibility. Respect for

human life requires that, in all cases, firearms be used as a last resort, and then only to protect life. Uniformed members of the service should use only the minimal amount of force necessary to protect human life. Where feasible, and consistent with personal safety, some warning, such as "SECURITY — DON'T MOVE," should be given. Deadly force is never justified in the defense of property. Above all, the safety of the public and uniformed members of the service must be the overriding concern whenever the use of firearms is considered.

The Use-of-Force Continuum

This continuum generally has many levels, and guards are instructed to respond with a level of force appropriate to the situation at hand, acknowledging that the officer may move from one part of the continuum to another in a matter of seconds.

An example of a use-of-force continuum follows:

Guard Presence — No force is used. Considered the best way to resolve a situation without any force.

- The mere presence of a guard works to deter crime or diffuse a situation.
- Guard's attitudes are professional and nonthreatening.

Verbalization — Force is not-physical.

- Guards issue calm, nonthreatening commands, such as "Let me see your identification and registration."
- Guards may increase their volume and shorten commands in an attempt to gain compliance. Short commands might include "Stop," or "Don't move."

Empty-Hand Control — Guards use bodily force to gain control of a situation.

- *Soft technique.* Guards use grabs, holds and joint locks to restrain an individual.
- *Hard technique.* Guards use punches and kicks to restrain an individual.

Less-Lethal Methods — Officers use less-lethal technologies to gain control of a situation.

- *Blunt impact.* Guards may use an expandable ASP baton or OC spray to immobilize a combative person.
- *Chemical.* Guards may use chemical sprays to restrain an individual (e.g., OC spray).

Lethal Force — Guards use lethal weapons to gain control of a situation. Should only be used if a suspect poses a serious threat of serious physical injury or death to the guard or another individual.

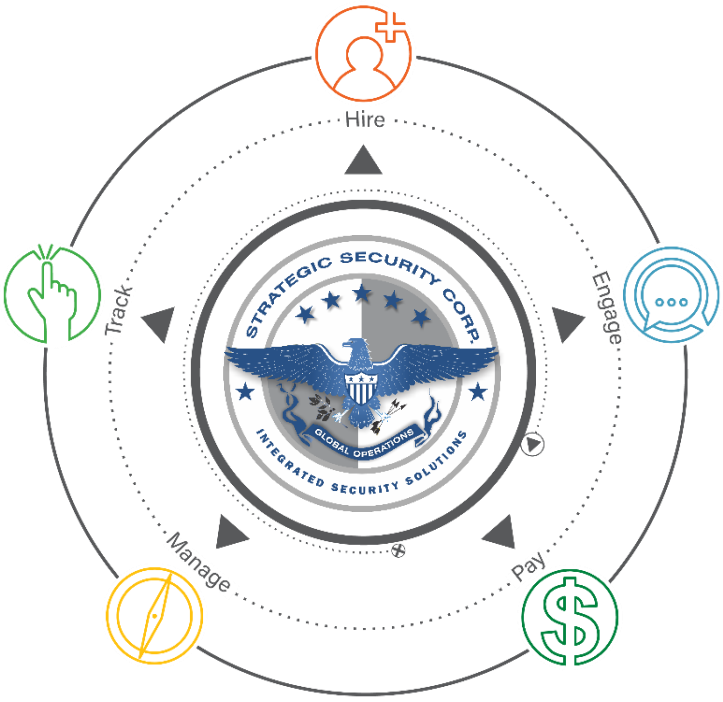
- Guards use deadly weapons such as firearms to stop an individual's actions

Recruitment and Hiring Standards

Strategic's keys to success for maintaining a full complement of skilled and motivated Security Guards at Client locations.

is simply defined and encompasses the following:

- Finding & hiring the best people for the job
- Providing "living" wages & attractive benefits
- Providing a variety of quality training programs
- Identifying top performers through quantifiable measurements & customer feedback
- Recognizing, rewarding & retaining the best of the best
- Retaining highly qualified trained Security Officers to meet the security requirement



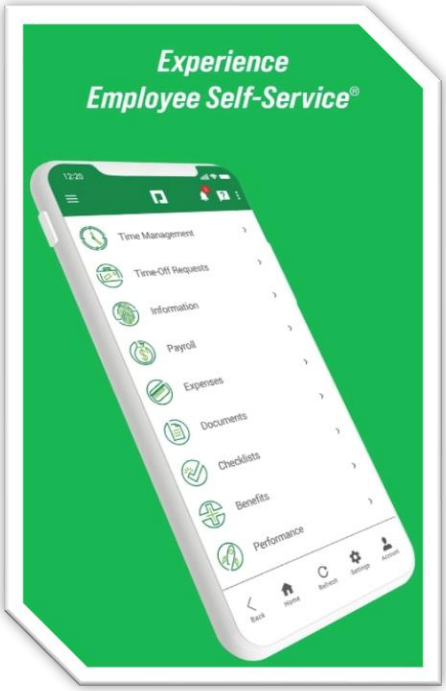
Strategic Security Corp. understands the need for a vetted security force. Many of our employees still work under Government contracts and have had an in-depth screening which includes credit scores. Those that do not work under these types of contracts have to submit to a layered process.

Employee Engagement

There is no greater element that has contributed to the growth and success other than our guard force. Utilizing traits of The Minnesota Multiphasic Personality Inventory (MMPI), our hiring managers assesses personality traits and psychopathology to select the ideal candidates that possess, "The Strategic Spirit". The Strategic Spirit is intended to source applicants that possess foresight, who enjoy what they do and desire professionalism. Once they become an employee, we constantly seek to enrich their employment with Strategic by retention programs, training and above all employee empowerment. Empowerment simply means that employees are trusted and empowered to do what's in the best interest of the customer. By putting the employee first, the customer effectively comes first by default, and in the end, the shareholder comes first by default as well.

Strategic's Human Resources Information System (HRIS)

SSC uses the Paycom systems which is fully integrated within our Human Resources Information System to reduce the time and effort it takes to process new hires or conduct training, as seen in our:



- Increased applicant flow
- Reduced time to hire and train
- Better utilization of program office staff
- Improved screening & hiring tools
- Complete compliance with company policies & procedures
- Complete compliance with federal, state & local regulations

Strategic's Paycom HRIS automates several of the key steps in the employment process. Paycom is fully integrated vendor for background; drug and WOTC tax credit screening. This solution enables SSC to quickly complete a comprehensive due diligence before a hire is made.

Paycom includes:

- An on-line employment application
- A custom on-line assessment,
- An applicant tracking tool for our HR staff to manage the hiring process

e-Learning

- ✓ Robust online library of courses
- ✓ State compliance and customizable
- ✓ Easily pushed to employees through app
- ✓ Progress tracking
- ✓ **Better Hiring Through Actionable Statistics**

The Paycom system provides actionable hiring statistics that enable SSC to improve the recruiting and hiring process. The system also eliminates applicants who have been flagged as not eligible for re-hire as well as those who are disqualified during the pre-screen portion.

Metrics tracked online include:

- Applications that Passed Pre-Screen
- Incomplete Applications
- Applications from Previously Applied Applicants
- Applications not Eligible for Re-hire
- Applications Disqualified by Pre-Screen
- Total Inquiries

Competitive Wages in Recruiting & Hiring

Hiring the best available talent requires paying wages and benefits that are attractive and competitive. To ensure SSC' wages are competitive, we compare them to those paid in the appropriate U.S. metropolitan areas. Data is drawn from wage surveys developed by the Economic Research Institute.

Medical Benefits

Comprehensive Medical Plans
SSC offers a variety of comprehensive medical plans through payroll deduction and/or client contribution. Our self-insured Point of Service plans, EPO's and HMO's are administered by AETNA Insurance, and in many cases, they exceed the security industry standard. We also provide access to many regional HMO's.

According to the American Care Act (ACT) employees can only contribute up to 9% of their monthly earning, Strategic Security bears the balance.

Health Information & Assistance
Active participants in our self-insured health plans have 24-hour online and telephone access to a variety of information resources to help them manage their health care, including:
• Employee Navigator enrollment and adjustments dashboard
• DocFind
• 24-Hour Informed Health Line provided by AETNA

Dental Plans
SSC offers a choice of two different dental plans through AETNA Insurance. Both the PPO and the DMO dental plan provide excellent coverage and are available to all SSC Full Time employees through payroll deduction and/or client contribution.

Vision Care
All of our Full Time Security Officers and their families are eligible for a full-service vision program offering flat co-pays for eye exams, frames, lenses and contact lenses, as well as a variety of other vision related services. Plan participants have access nationwide. This program is available to employees through payroll deduction

401(k) Savings Plan
All Security Officers may enroll in our 401(k)-retirement savings plan after 1 year of service. The plan is designed to permit savings on a tax-deferred basis. Security Officers may defer 1% to 25% of eligible earnings up to IRS limits, through convenient payroll deduction. SSC provides a one hundred percent (100%) matching contribution on the first three percent (3%) and fifty percent (50%) matching contribution on the next three to five percent (3%-5%) of plan compensation to all Security Officers enrolled in the 401(k) plan (except those governed by special plan provisions). Security Officers are eligible to enroll in the Plan after they have completed a minimum of 6 months of service and are at least 18 years of age. If they are employed under a collective bargaining agreement, they are not eligible to participate in the Plan unless it was negotiated into your current contract. The term "vesting" refers to the portion of the account that the Security Officer owns. Security Officers always are vested 100% in all of their contributions, their rollover contributions and the earnings on these amounts. Employer matching contributions are subject to 6-year "graded" vesting. Security Officers' employer matching contributions will be 20% vested after 2 years of employment / service and increase by 20% annually until 100% fully vested after 6 years.

Payroll Choices
SSC provides employees with the option to receive their weekly pay through either Direct Deposit or a Hard check. Both convenient, time saving benefits are available to all SSC employees.

Vacation Pay
In accordance with Federal or State Department of Labor (DOL) if prevailing wage, otherwise per employee handbook.

Sick Time (Leave)
In accordance with Federal or State Department of Labor (DOL) if prevailing wage, otherwise per employee handbook.

Holiday Pay
In accordance with Federal or State Department of Labor (DOL) if prevailing wage, otherwise per employee handbook.

Education / Experience Relevant to Labor Category

Security Supervisors / Emergency Responders

Graduate of an accredited high school or a Certificate of Completion of General Education Development requirements; and meet one of the following experience / education requirements: associates degree or higher education; seven (7) years of security experience within past ten years; or eight years (8) years civilian and / or military work experience or five (5) years of law enforcement or public safety experience. Clean criminal history and passed drug screening, MMPI. Capable of applying for an armed security guard and passing state required certifications to become an armed guard.

Advanced Security Officer (Armed Officers)

Graduate of an accredited high school or a Certificate of Completion of General Education Development requirements; and meet one of the following experience / education requirements: associates degree or higher education; three (3) years of security experience within past ten years; or five years (5) years civilian and / or military work experience or three (3) years of law enforcement or public safety experience. Clean criminal history and passed drug screening and MMPI. Capable of applying for an armed security guard and passing state required certifications to become an armed guard.

Basic Security Officer (Unarmed Officers)

Graduate of an accredited high school or a Certificate of Completion of General Education Development requirements; and meet one of the following experience requirements: one (1) years of security experience within past five years; or verifiable civilian work experience.

Selection Process

The SSC selection process that will be used at your organization will comprise of the following key activity steps:

1. **SSC Hiring Minimum Standards**
2. **Job Application Documentation**
    a. Pre-employment Profile

b. Retention Assessment

3. **Initial Interview**
4. **Drug Screening**
    a. Drug Free Workplace Policy (by urine analysis and/or hair follicle analysis) follow up bi-annually.
    b. Drug Screening Program Management
    c. Physical exam as a post -offer condition of employment
5. **State Level background checks:** Initiated in the state of operation by the regulatory agency of that State. This background check typically goes back five years.
6. **Federal Background checks:** Initiated in the state of operation by the regulatory agency of that State. This is a national check.
7. **Employment Verification:** Conducted by SSC to ensure all employees have a verifiable and honorable work history
8. **Educational Verification:** Conducted by SSC to ensure all employees have a verifiable and honorable education.
9. **Character references:** Conducted by SSC to ensure the highest moral character of applicants.
10. **DMV Check:** Required to operate company vehicles
11. **Credit Check:** Only conducted when staff is privy to sensitive information.
12. **License / Certification Verification:** Conducted if applicant possess a license issued by a regulatory agency.
13. **Assignment/Scheduling Meeting**
14. **Site Interview**

Details of Selection Process

1. SSC Hiring Minimum Standards

Does applicant met the job posting qualifications at face value?

2. Job Application Documentation

This first step obtains basic employment and background information, creating the foundation for a hiring decision by pre-screening applicants. Completed forms include:

- Application for employment
- Verification of previous employment
- Pre-employment Profile shift board to measure attitudes towards honesty & counter-productive work behavior

2 (a) Pre-Employment Profile

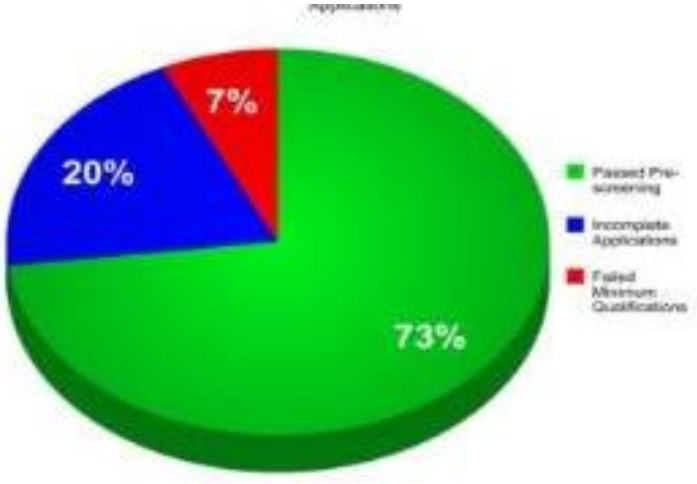
All SSC Security applicants must successfully complete the Security Employment Assessment Tool shift board as part of the application process. The Security Employment Assessment Tool shift board is a tool used as part of SSC' pre-screening process. The tool was created specifically for SSC and is comprised of custom content questions designed to assess an applicant's ability and readiness to perform the functions

of a Security Officer for SSC. The questions were developed by SSC subject matter experts based on the knowledge, skills, abilities and personal characteristics that a security officer must possess on the first day of the job.

The program is administered as part of the online application process. The questions describe real life situations that Security Officers will encounter on the job. Each applicant receives a numerical score based on the number of questions answered correctly. Based on validated testing with actual SSC applicants, scores are rated as green, yellow or red. The applicant's responses to the questions are forwarded directly to a third-party administrator, Deploy, and the results are automatically processed and returned to the program through a Hiring Management Console (HMC). The program also provides a score which rates the retention potential for each candidate. This allows up to focus on candidates with the best prospect for long-term employment.

2.(b) Retention Assessment

Candidates complete questions which are designed to predict the probability of their continued employment on the contract. Once applicants have completed their application and assessments on HMC, the applications are provided to the local hiring office based upon the rating on the assessments. The above assessments are designed to weed out the unqualified candidates at the application process. SSC averages 25 applications for each applicant hired. The chart shows the 2020 statistics for our applications.



SSC works had with our security personal to hold down their attendance and absenteeism and with our current employee programs in place these goals are and have been achievable. SSC acknowledges, the requirement of establishing security personal requirements to work at our client locations, that have an established a ninety-five percent (95%) attendance record and no more than five percent (5%) tardiness record during the previous six (6) months of employment.

3.Initial Interview

The first pre-employment interview is conducted to identify each applicant's skills, work style, personality, career interests and suitability for the position.

4. Drug Screening and Drug Free Workplace Policy

All offers of employment are conditional upon the applicant successfully passing a drug screening. Based upon the customer contract, applicants are screened utilizing a drug testing conducted at a SAMHSA certified laboratory (5 or 10 panel).

SSC mandates a drug free workplace — a fact that is widely published and communicated throughout our organization. The application includes a statement that the applicant will be drug tested. A copy of the SSC Drug Free Workplace Policy is available upon request.

We partner with Concentra which provides third party administration of our drug screening programs. Concentra assists SSC through:

- Collection/test site identification, legal compliance & management services
- Transition/selection of random drug testing participants & coordination with SSC and clients in accordance with state law
- Data management, records retention, education & training services
- Quality control services & performance monitoring
- After hours post-injury/accident drug & alcohol testing services

Background Verification

- SSC utilizes our HRIS to conduct pre-employment background verifications that meet or exceed Security Officer licensing requirements. Our required background verification includes the following:
- Military service - (DD 214) - nature of separation
- Criminal records check of both misdemeanors and felonies for a seven-year residence history (or as required by state statutes)
- Credit check (when required for legitimate business reasons by our clients)
- E-Verify/I-9 Employment eligibility verification
- Social Security number trace
- Residence check – past 7 years
- Department of Motor Vehicles driver's license search for all driving positions
- Former employment verification - past 7 years
- Personal reference checks
- Higher education degree verification including professional certification and licenses
- Verifications of Licenses and Certifications
- SSC shall provide the results of the investigation to the RAI Group Authorized Representative for review within two (2) business days.

5. Assignment/Scheduling Meeting

The final administrative processing and documentation is completed during the Assignment/Scheduling meeting to include:

- Pre-assignment screening
- Pre-assignment training & OJT training scheduled, additional hours for supervisors
- Uniforms & equipment issued
- Specific issues & performance expectations of client discussed

6. Site Interview

We will notify the client's Security Management representatives when a tentative assignment of our new security personnel is made. Based on your desire for a careful selection of security personnel, we will schedule a final site interview with your designated representative, if requested. A copy of the individual's employment application will be provided to the client's Security Management representatives prior to assignment.

Strategic Security will not employee any person convicted of a felony. Certain misdemeanors that demonstrate moral turpitude are also disqualification from employment.

Recruiting Sources



- Indeed.com
- Hirevets.com
- Local Career Centers
- Military.com
- Community outreach organizations
- Monster.com
- Applicable Unions
- Local Police and Sheriff's Department.
- Military installations for transitioning service members (if applicable)
- AARP
- Fraternal Organizations

Training

Our commitment to provide the best regulated, trained Security Officers is the driving force behind our extensive training program. SSC invests over 130,000 training hours annually because "our people make a difference" in the quality of service we provide to our clients. In today's world, well-trained security is the best hope for first response, and it is our mission to provide the best – the best people with the best training methodology and programs. Continually educating ourselves and encouraging individuals to reach their full potential are important parts of our quality improvement vision. SSC believes that a learning organization, coupled with a responsive, knowledgeable workforce able to adapt to change, is essential to serving customers effectively and to improving work processes and performance.

The objectives of training and development are 1) instruction in quality improvement philosophy and tools; 2) job-specific and/or leader-directed training for staff to meet current or upcoming departmental or divisional needs; and 3) employee-initiated work related personal and professional development.

SSC will create a training and certification program designed to meet the needs and training requirements of the client. Training and certification will be grouped into three phases: Pre-assignment, Initial On-The-Job training (OJT) and On-Going and Refresher training. SSC Security Officers serving you will receive a significant portion of their training via the SSC Online e-learning Academy. Our proprietary online security training uses advanced technology and sophisticated courseware design to create the finest e-Learning program in the security industry. SSC will maintain a written record of satisfactory completing all training subjects. The records demonstrably will show competency in the training subjects. Training documentation will be accessible to Security Management upon request. Training data and reports are automatically linked to the SSC Online Academy.

The SSC Training program will provide Security Officers specific training to security requirements. SSC has a robust selection of Training Programs designed specifically with our clients in mind. We reinforce and update what is taught, keeping our security personnel and our clients up to date with current information, techniques and technology in an ever-changing world filled with uncertainty. We have over a dozen innovative and state-of-the-art training programs for our security personnel assigned to protect employees, visitors and critical assets.

All SSC Security Officers serving the account will be required to take the following training courses:

SSC Required Pre-Assignment Training:

- SSC Orientation Training
- Five Step Security Officer Training
- OPSEC (Operations Security) Awareness Brief Training through center for Development of Security Excellence (if applicable)
- Terrorism Threat Awareness Training
- Weapons of Mass Destruction Training (if applicable)
- Bomb Recognition and Incident Management (if applicable)
- Handling Violent and Abusive Incidents
- De-Escalation Training
- Active Shooter
- Communications
- SSC Code of Business Ethnics Training
- Customer Service Essentials Training
- First Aid/CPR & AED Training
- Blood-Borne Pathogen Training (if applicable)
- Hazardous Materials Communication Training (if applicable)

SSC Online E-Training Academy

The SSC Academy, backed by Success Factors, helps reinforce SSC' position as the leader in providing excellent security services. Training is a key component in the proven SSC security solution, and the SSC Online Academy is the tool that makes it work. As a fully integrated, enterprise-wide e-Learning management system, the SSC Online Academy is designed to support our training and development needs companywide — from Security Officers to all levels of SSC management. The Online Academy is the one-stop platform for achieving the following goals: tracking all training resources; assigning and approving e-Learning activities including courses, OJT, exams and documents such as post orders; scheduling instructor-led and Web-based classes; and launching online E-Learning.



Online e-Learning that is completed through our state-of-the-art e-Learning Management System is automatically listed as completed and entered the user's e-Learning History. The system then sends a notification e-mail to the user's supervisor informing him that the e-Learning item has been completed. Items that have not been completed by the assigned due date, show up as an "alert of overdue training" on the user's login page. The system subsequently and automatically then would send reminder e-mails to the individual user and would send weekly notifications of overdue e-Learning items to the user's supervisor.

Our instructors are recognized leaders in their field and are considered subject matter experts. They have taught for hundreds of corporate, law enforcement, military and legal professionals.

With Strategic Security Corp.'s e-Learning system organizations can drastically accelerate training of their employees, offering new training modules on products and procedures in just a few hours. Individuals can have the flexibility to take courses online 24 hours 7 days a week from any computer in the world to accommodate their hectic schedules.

SSC Online Academy Benefits & Features

Benefits	Features
Training when & where it's needed, with 24/7 E-Learning access Compliant to current industry standards Officers current in homeland security training Consistency across locations Lower training costs More training opportunities	Custom & off-the-shelf courseware Facilitates course assignments Tracking & monitoring student progress Standard & custom training reports Testing & scoring Career development Course feedback to continually improve course material

SSC-Developed Security Courseware

SSC full-time professional e-Learning developers apply principles of human performance improvement and adult e-Learning theory to create our industry-leading courseware. e-Learning courses offer:

- Highly interactive simulations
- Engaging & informative graphics
- Self-paced learning
- Instant feedback & coaching
- Real-time performance assessmen

Additional Industry Leading E-Courses

In addition to our proprietary E-Learning course material, SSC Security Officers will have access to over 15,000 e-Learning courses on-demand from the best providers in the industry, including:

- Professional Development
- Microsoft Office
- SkillSoft
- NetG
- Harvard Business Online
- MindLeaders

Certification Compliance and Reporting

SSC takes a multi-tiered approach to Certification Compliance and Reporting. Traditional hard copy training records on all employees are maintained at the client site and at the local servicing program office. These records will be an auditable item during internal SSC site/program inspections.

Five Step Security Officer Training

SSC personnel are trained beyond the minimum requirements for the site, state or special areas. Using a blended learning approach and the most current instructional technologies, such as the SSC Online e-Learning Academy, we ensure full contract training compliance and highly skilled workers.

Our Five Step Security Officer Training Program is the basis for all SSC pre-assignment and ongoing training. The training modules begin with orientation and continue with self-paced progressive subjects.

1st Star of SSC' Five Step Officer Training

Prior to being assigned to a site all SSC personnel attend First Star Orientation Training. This training certifies in writing that all Security Officers have received the orientation and the on-site training programs as specified within your security training requirements.

SSC Orientation and 1st Star Training (in addition to state requirements)	
Intro to SSC	Emergency Response
Security Officer Handbook	Bomb Threats & Recognition
Discrimination & Harassment	Intro to Terrorism
Professional Image	Assessing Safety Risk
Legal Aspects	Personal Protection
Use of Force	Safe Housekeeping
Post Orders	Fire Prevention, Emergencies & Equipment
Theft Prevention	Threat Awareness
Communication	Defensive Security
Report Writing, Obligations & Requirements	Security Classification System
Physical Security (Patrol)	Blood-borne Pathogen
Key Control	Hazard Communication Training (meets 29 CFR 1910)
Technology	
Information Security	OPSEC (Operations Security) Awareness Brief
Hazard and Incident Management	Training through center for Development of Security Excellence
De-Escalation Training	Active Shooter

Active Shooter Training

All SSC Security Officers receive annual Active Shooter training that stresses if you see something, say something to an authority right away. SSC receives local emergency alerts and will register the job site and personal contact information with any sponsored alert system. All officers are trained to be aware of their environment and any possible dangers as well as ALICE procedures, which stands for Alert, Lockdown, Inform, Counter, and Evacuate.

Terrorism Threat Awareness & Weapons of Mass Destruction (WMD) Training

All SSC Security Officers receive annual Terrorism Threat Awareness & WMD training, approved by the Department of Homeland Security (DHS), in compliance with our company's SAFETY ACT Certification.

This course covers several topic areas. It begins by reinforcing the significant roles vigilance and preparation play in helping to guard against terrorism threats, followed by a discussion about terrorist indicators—namely, the precursor conduct that can signal that terrorist plans are in the works. Officers are reminded of the importance of reporting—which includes following the advice, "See Something, Say Something", and recognizing how reports may be used by fusion centers to help "connect the dots" in uncovering terrorist planning. This course also addresses terrorists' aims—their motivations and goals—and the kinds of targets that are most attractive to terrorists. In examining the topic of terrorist attacks, we look at the types of weapons that may be used in an attack and discuss the appropriate responses to such attacks.

SSC Code of Business Ethics Training

All SSC Security Officers will receive training on the SSC Business Ethics Policy. This policy establishes guidelines and procedures relative to business ethics, integrity and honesty. Upon completion of this training, employees sign a Code of Conduct and receive annual refresher training on ethics. This training meets the requirements of Federal Acquisition Regulation (FAR) 52.203-13 and 14 for a federal contractor's code of business ethics.

First Aid/CPR and AED Certification

Through our national agreements with both the American Red Cross and the American Heart Association, SSC is able to certify Security Officers in First Aid/CPR and AED, and any supplementary course utilizing our nationally recognized network of SSC Authorized Providers. We are able to deliver this critical training initially and through refresher certifications, as required, in traditional classroom settings, in Blended Learning through the American Red Cross Learning Management System and through the extensive network of local American Red Cross Chapters.





SSC Blood-Borne Pathogens Training

SSC' proprietary Blood-Borne Pathogens training is delivered in the First Star Security Officer Training module, and it which meets or exceeds OSHA requirements. To minimize or eliminate the risk of occupational exposure to Blood-Borne pathogens, SSC requires that all Security Officers complete the Blood-Borne Pathogens Training program, an in-class instructional video, an examination and the Blood-borne Pathogens Acknowledgement Form as required by OSHA.

SSC Hazardous Materials Communication Training

SSC requires all security personnel to complete our proprietary Hazard Materials Communication Training program, meeting the CFR 29 and OSHA 1910 requirements. The multi-media course includes an SSC Hazardous Materials Communication video and several handouts. The employee must successfully pass a comprehensive exam and sign an acknowledgement form. At select locations we have delivered an additional course, Hazmat First Responder Awareness (FRA). This course is the Level I, Hazardous Materials Emergency Responder Training for OSHA HAZWOPER.

2nd – 5th of SSC' Five Step Officer Training

The 2nd through 5th Star Officer Trainings are self-paced modules for individuals. Each star requires both full completion of course curriculum and the individual passing a written exam. Training is tracked online from the Securitas Online Academy, as well as being provided online and in book or CD formats. The Five Step Officer Training program includes training on Public Relations, Patrol Techniques, Lock & Key Control, Handling Classified Materials and Disaster Preparation (which covers weather monitoring: floods, hurricanes, winter storms, etc.)

Second Star
The Professional Security Officer
Professional Image
Public Relations
Security Awareness
Theft Prevention
Communications & Reports
Safety Awareness

Third Star
Legal Aspects
Physical Security
Patrol Techniques
Post Orders
Fire Prevention & Equipment
Bomb Threats
Introduction to Terrorism

Fourth Star
Crowd Control
Technology
Information Security
Laws of Evidence
Crime Scene Procedures
Testimony
Handling Classified Materials
Managing Conflict

Fifth Star
Workplace Violence
Lock & Key Control
Harassment & Discrimination
Disaster Preparation
Supervisor Training
Transition to Supervisor
Coaching & Counseling

Customer Service Essentials Training

This SSC customized courseware product answers many requests for a training product that allows the instructor to modify the presentation and personalize it to fit the unique requirements of the region, of an industry, or of a specific client. Helpfulness is one of our three core values, and customer service is its key ingredient. In the Customer Service Essentials Training program, Security Officers will learn the basic SSC formula for exceptional customer service. The course examines what customers want and how Security Officers' attitudes, actions and body languages can shape a customer's perceptions about how the Security Officers are fulfilling their needs. The training course also includes real world role-playing exercises, practices used when handling every interaction with the public, with the client's employees and with their guests. Last, the course discusses how Security Officers can be recognized for providing truly excellent customer and client services. By the end of the course, the Security Officer will know:

- How to provide excellent client service by balancing a friendly but professional manner while still following their post orders
- The five most important things our customers want from customer service
- How a Security Officer's perceived attitude as presented through vocal tone and body language can shape a customer's perceptions about how well he or she is fulfilling the person's customer service needs
- The "8 Elements to Excellent Customer Service" that represent the heart of the SSC customer service formula when interacting with the public and with the client's employees and guests
- Upbeat and Positive Attitude
- Commonsense & Attentiveness
- Knowledge of Job Environment and Written Procedures
- Customer Service Failure Point Key Indicators
- Feedback Systems
- Procedure for Dealing with Service Issues
- After Sales Customer Contact Procedures
- Service Issue Follow Up
- How to apply these "8 Elements" in several real-world scenarios

Report Writing Course

Excellent report writing skills are critical to the success of a Security Officer. Our clients and the members of their security team depend upon your professional-looking reports to help protect personnel and property. This course will test the security officer's observation skills. The Course also will train them to translate what they saw and heard into a professional notepad entry, a Daily Activity Report log and an Incident Report. Along the way, the Security Officer will learn how to enter the WHO-WHAT-WHEN-WHERE of an incident in a clear, concise and accurate manner.

By the end of the course, the Security Officer will know:

Why Reports are Important - The importance and consequences of good report writing to yourself, your company and your client

Observation Skills - How to better observe people, events and objects so they can be described more accurately in your reports

Effective Writing Skills - The "Do's" and "Don'ts" of effective writing; How to use the "Four W's" to write your reports more clearly, concisely and accurately

How to Write Some Standard Reports - Translating your observations into your notepad, then transferring those notes to create complete and professional-looking entries in your Daily Activity Report and an Incident Report

SSC acknowledges that all results of the Site Supervisor and security guards, log books, incident reports including documentation for all corrective action taken shall be documented in on-going inspection reports along with the names of the individuals performing the inspections. These reports shall be made available to the Authorized Representative within twenty-four (24) hours of written or oral notification.

Monthly and Annual Refresher Training

SSC maintains Security Officers high levels of proficiency through monthly and annual refresher training. Upon contract award and prior to service start, SSC will work closely with the client to determine specific critical skills and knowledge that should be periodically reinforced and retested through monthly

and annual training. Components included here or obtained through our extensive library of resources will be included in the SSC Monthly Training Program. Through the professional judgment of both of our companies, we will determine those critical skills and tasks our personnel must be able to perform, ensuring that those skills and tasks are included where the consequences of failure are significant. This will, in turn, suggest the subject matter appropriate to reinforce in addition to the client-specific training. Of course, emergency procedures and plans, as well as any new or changing information, laws, customer relations, corporate policies and case law applicable to the performance or duties of our Security Officers, also is appropriate and should be included. The value is that each and every Security Officer will possess the necessary tools to provide world-class service at your facility immediately upon assignment and as part of an on-going program.

Emergency Response Awareness Training

Security Officers play an important and critical role in the development and execution of emergency plans at a client's site. This may include responsibilities such as evacuation of site personnel, protection of nearby residents or providing medical treatment to any injured people at the location of the emergency. In order to be able to meet the demands of such responsibilities, it is critical that the Security Officer be well trained and has a well-rehearsed plan to implement at the facility being served. The amount of planning and training performed by all personnel concerned will influence directly the effectiveness of the response. Therefore, all plans should be continually reviewed and updated on a regular basis. SSC' Emergency Response Awareness training, which complies with OSHA requirements, is delivered in the First Star Security Officer Training module.

The course will cover the following topics:

- Security's role in an emergency response
- Emergency response action plans
- Chain of command during a disaster response
- Area security
- Bomb threats
- Threats by telephone
- Delivery methods and placement of bombs
- Evacuation procedures
- Introduction to terrorism
- By the end of the course, SSC personnel will know:
- Their role as both security officers and client ambassadors
- Their role in ensuring the safety and security of all visitors and staff through a highly visible presence throughout the site.
- How to effectively communicate information and basic knowledge about the site, amenities and events, and the neighborhood.
- Their role in enforcing rules, regulations to individuals and groups.
- Their role in serving as crowd control and security at special incidents and public programs.
- How to perform regular inspections of amenities, facilities, and other assets. Document all conditions and report any abnormalities to the appropriate parties.
- How to submit daily incident and operating reports to Security Management.
- Their role in an emergency
- Bomb threat procedures
- Terrorism basics

Consistency of Training Across All Locations

Strategic Security Corp. is very familiar with client's expatiations for both standardized practices and consistency on their sites. SSC has identified some challenges with regards to training as it pertains to state regulations and has implemented a solution that mitigates these challenges. The solution is measurable and directly correlates with key performance indicators (KPIs) which will identify any shortcomings in a particular region or client location.

- Some states have more stringent training requirements than others. To mitigate this discrepancy and implement overall consistent training across the board SSC implements the following best practice:
- Identify the most comprehensive requirements of states where service is performed.
- Incorporate additional training above and beyond state mandated training to those states that have less stringent requirements (this is in addition to the required training by state)
- Deploy training teams to ensure the training is standardized throughout your facilities
- Implement additional training via e-learning platform if applicable.

Audits

Monthly audits are performed by the Regional Training Director of all Supervisory Training Supervisors, Instructors and Field Training Officers to ensure that all staff are being training to the following levels:

- State Standards
- Client / SSC Agreed Upon KPIs
- New Best Practices
- License Expiration Renewals

Quality Control to Ensure Continuous Compliance with KPIs

Measuring Performance

Strategic Security's Inspector, our Quality Assurance module, allows for efficient tracking and reporting of inspections - helping to ensure that your security team is exceeding your expectations.

To be responsive to the Department's evolving security needs, Strategic Security is committed to continuous improvement ***based on your feedback***. Strategic Security| **Voice,** our innovative, formal voice of the customer program, enhances communication and measures and tracks client and employee satisfaction through customer surveys that occur post transition and quarterly thereafter. The Department deserves a truly tailored security solution built on unique needs and goals. Your voice should be heard and prompt action. Assessment tools/process, such as customer inquiries, PMRs, third-party audits, and other techniques to monitor and assess Strategic's performance on a monthly based and provided to client designee. The following annual proficiency review (APRs) will be conducted:

- Practical Skills Observations (PSO)
- Image Mastery Assessment (IMA)
- OSARP Annual Assessment (OAA)
- Job Knowledge Checks (JKC)

Technology - Strategic's Security Operations Center (SOC)

The uniqueness to our services is hidden with our infrastructure. Organizations are coupled with an ever-growing workload, limited staffing, increasing volume of interconnected systems and budgetary constraints, organizations are challenged with implementing an operational capability to protect their vital assets, data, trade secrets and brand.

Intelligence Driven Workforce

Headquartered in Smithtown, New York, Strategic Security is one of the largest providers of technology-driven security services. With more than 500 years of law enforcement experience, Strategic Security protects 2000+ locations and 2.5M people nationally every day.

A key component of Strategic Security's technology leadership is their cutting-edge Command Center or Security Operations Center (SOC) with a redundant Command Center in McAllen, Texas. Across a wall of large monitors, management can monitor surveillance footage, vehicle location, social media activity, police and news alerts to pinpoint threats in seconds.

Operating 24 hours a day, 7 days a week, the Command Center overseen by a former Federal Intelligence Director and a former Counterterrorism Commander, performs after-hours telephone support and alarm response functions for Strategic Security, manages the Company's Post Confirmation System (PoCo), and provides a single point of contact for the Company's National Temporary Service program. The SOC is staffed by well-trained operators and intelligence analysists who are employees of Strategic Security and overseen by contract managers who can make decisions as it relates to immediate action items. The center is assured of continuous operation through its own uninterrupted power supply, back-up diesel electric generation, multiple telecommunication providers, and redundant database servers. Additionally, there is a full-capability disaster recovery hot site available for emergencies, so the Strategic Security SOC should always be available and online. The SOC is equipped with cutting-edge telephone and computer technology; this helps calls be placed into proper priority queues and handled in accordance with operating procedures. All SOC activities conform to published service levels and are documented in a permanent database.



Strategic Security Corp.'s (SSC) Security Operations Center (SOC) is a physical, centralized headquarters for anticipating, monitoring, detecting threats and responding to security issues and incidents to support SSC field operations that is in addition to line level supervision in the field. This is achieved through our SOC's utilization of our own proprietary patented pending technology called the Strategic Overwatch Solution THAT ***DELIVERS QUALITY, AVAILABILITY AND ASSESSES RESPONSIBILITIES***. From a single dashboard the Overwatch solution enables cross-echelon integration from strategic users and platforms down to officers on the ground that are managed by Overwatch's Intelligence Driven Workforce Systems.

Historically security officers were referred to as watchmen tasked to simply watch, observe and report.

With the utilization of the Strategic Security Operations Center Overwatch Platform our analysts are collecting and analyzing millions of data points a day monitoring all Strategic Security Corp.'s internal operations from officer checkpoints, officers reports and matrixes to ensure KPIs, GPS geo fencing on officers hand held devices and vehicles, body cams, camera feeds, time management, drone feeds and security guard dispatching, weather patterns, in addition to CCTV camera feeds that are public or from clients, Law enforcement API plug ins for cross sharing of crime trends and intelligence. All of this information is analyzed and actionable intelligence is disseminated in real time to officers on the ground protecting our clients.

By watching events on a global scale and anticipating the future this service provides customers with one centralized decision-making tool on potential threats and communicates the related risks to key stakeholders in real time. This allows clients to maintain operational continuity at various stages. We also offer options to mitigate and track the potential risk.

Strategic Security Corp. operates two separate National Communications Centers where all of our clients sites and all our personal are monitored.



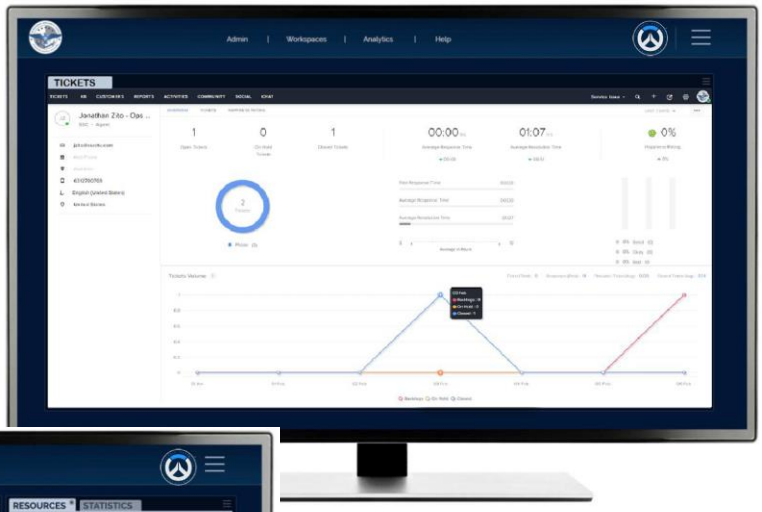
STRATEGIC OVERWATCH SOLUTION™

Strategic uses proprietary patented pending technology to provide a holistic security solution that combines command and control with:

- Two 24/7/365 Global Security Operations Centers (SOC)
- State-of-the-art technologies,
- Single point of contact for clients,
- Security best practices,
- Operations-intelligence data convergence and sensor/platform integration
- Real-time situational understanding
- Enhanced mission-centric collaboration
- Law enforcement connectivity
- And trained personnel with decades of professional security, law enforcement and military intelligence experience to deliver a converged operations/intelligence rhythm through real-time data sharing and collaboration across organizational divides.
- Staffed with: Director, Intel Analysts, Watch Commanders, Watch Officers analyzing feeds from CCTV, GPS devices,
- Officer Tour Checkpoints,
- Live Global Computer Automated Dispatching,
- Threat Identification Platform
- Strategic' s Officers Intelligence Drive Workforce
- Reporting Software,
- Operational Site Reps Every 4 Hrs.
- Automated Notifications and Resolution Protocols Built In
- Monitors local violent and nonviolent crime trends
- Covers web, dark web and social media platforms
- Applies Artificial Intelligence and Machine Learning to all data
- Includes analyst review for high priority threats
- Reports risk % and sentiment % for EVERY online post and overall enterprise assets
- Provides support in multiple languages

Overwatch solution enables cross-echelon integration from strategic users and platforms down to officers on the ground that are managed by Overwatch's Intelligence Driven Workforce Systems.

Overwatch provides A variety of apps make possible dynamic, multi-touch, information collaboration across users, organizations and platforms.





The center is assured of continuous operation through its own uninterrupted power supply, back-up diesel electric generation, multiple telecommunication providers, and redundant database servers. Additionally, there is a full-capability disaster recovery hot site available for

emergencies, so the Strategic Security National Communications Center (NCC) should always be available and online. The NCC is equipped with cutting-edge telephone and computer technology; this helps calls be placed into proper priority queues and handled in accordance with operating procedures. All NCC activities conform to published service levels and are documented in a permanent database. Strategic Security branch offices receive computer generated detail of NCC activities on a daily and weekly basis. All calls are recorded and stored for one year. Recorded calls are available for individual review and can be sent via e-mail as WAV files.

From our Command and Control Operations Center, SSC is capable to drill down on the map and go to any one specific location for information concerning the SSC guard force assigned to each location, by pinpointing the guard's movements and actions.

With an obsession to detail, Strategic SOC analysts can measure every facet of supervisors and officers KPI's are tracked to ensure productivity and that notifications and response is taken in a timely manner.

- ✓ GPS Tracking of all Officers, Checkpoints Scanned, Patrol Vehicles, Assets
- ✓ Customer Workforce Ticket System
- ✓ E-Learning to push out training or informational procedural updates
- ✓ Used Locally: Incident Checklists / Field Inspections / Officer Pass Down Logs / Officer Tour Checkpoint System



24 Hr Communications With Strategic's Service Assurance Center

Strategic Security Service Assurance Center Overwatch Solution

Our local offices will serve as your primary point of contact. However, the Strategic Security Service Assurance Center Overwatch Solution is available to assist clients after hours, and for special emergency needs. The Service Assurance Center is located in Strategic Security's Corporate New York Headquarters. Strategic Security Service Assurance Center Advantages:



24/7/365
Global SOC that utilizes proprietary patented pending technology to provide a holistic security solution that combines command and control s

Calls Forwarded
Branch calls are forwarded at the close of each business day.

Crisis Communication
Hub for crisis management communication support: hurricanes, blizzards, floods, pandemics, riots, civil unrest, etc.

Special Coverage / Temporary Additional Services
Communication conduict for client's emergency coverage needs.

Scheduling Support
Oversee / monitors all security officer schedules, call offs, etc. which ensures accurate client payroll and billing..

Immediate Notification for Urgent Matters / Incidents
Officer reporting analytics, dispatches calls / messages immediately to approporaitae manager (home phone, text, email cell phone).

Intelligence Driven Workforce Software
Monitors and triggers alert protocals for failue to perform designated reports / patrol checks as per SOW and KPIs

All clients will experience a high level of transparency and peace of mind knowing critical operational information is readily available to both you and your security team.

Ehub provides you with online access to schedules, inspection reports, and payment information; and the ability to order extra coverage. In addition, Strategic Security employees can access their schedules and paychecks online via Smartphones and tablets.

Accurate Reporting Using Real-time Technology

Our client security communication program will benefit from efficient, seamless, consistent_ processes to manage it and report on it. Strategic Security's digital business strategy, drives efficiency, communication, collaboration and efficacy. Following are details on the major platforms we employ to provide the most up-to-date information: **WinTeam, PostWatch and eHub.**

WinTeam

WinTeam, the Company's fully integrated payroll, billing and scheduling system, automates and enhances our core business functions and allows us to create customized reporting for our clients. The WinTeam scheduling system also allows us to provide: shift personnel schedules; warnings on overtime

and scheduling conflicts; performance criteria; personnel information; streamlined payroll and billing for accurate and timely data, and; detailed reports.

Strategic Security Post Watch™

Security professionals need to be on time, every time. This is not an element of security management that you and your team should ever need to think about. You need high quality security professionals committed to being on post on time, and automated procedures that ensure schedules are easily managed. The result is seamless security program management, and security supervisors who are instantly notified of schedule gaps so they can ensure uninterrupted coverage. Strategic Security's automated real-time, schedule monitoring system, Strategic Security Post Watch™, captures the arrival and departure times of security professionals to deliver precise timekeeping, reduced administrative activities and accurate security professional pay and client invoicing. With automated schedule tracking, your local manager can place more focus on assessing the needs of your site and mentoring your security professionals.

eHub

eHub, Strategic Security's secure client portal, creates seamless collaboration and information sharing to help increase productivity for you and enhance compliance. This convenient system is available to Strategic Security client is at no charge and offers many benefits.

Incident Reporting

Accurate incident reporting is essential in emergency situations, especially those cases that might involve police investigations or insurance companies. A regular review of incident reports from the client security program can also identify any security trends that may indicate a need for adjustments. Our security professionals are trained in report writing to ensure accurate, detailed and clear information.

Each security professional will provide a report for any circumstances that require explanation, such as assistance of emergency units or notification of civil authority. Such incidents also include accidents, personal injuries and criminal activity. We maintain a file of incident reports on-site along with a summary report, if necessary.



19th Jul 2020

Incident Report

County of Mecklenburg - SouthEast Health

Leroy Street, Charlotte North Carolina 28205

Status OPEN

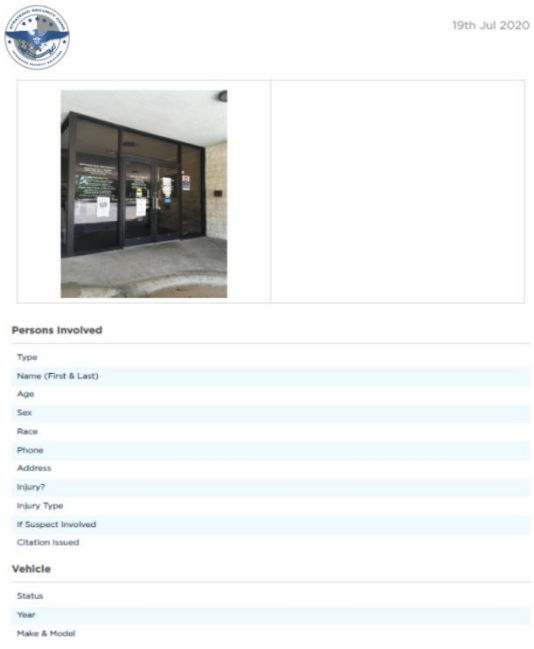
Assignees No users assigned

Timeline

Activity	User	Date & Timestamp (EDT)
Issue opened	Kelven Ledbetter	Sun, Jul 19 1:20:52pm EDT

Incident Details

Type	Original
Type of Offense or Incident	Alarm - Entry Door
Specific Location	
Date of Offense or Incident	07/19/20
Time of Offense or Incident	13:11
Narrative	At approximately 12:47 I Lt Ledbetter (Unit 14) received a call from Sgt Medina about a 10-11 at the above address stated. As I arrived on scene at 1300 Hrs there were no suspicious activities observed on site nor where there any employees on the property; However as I resumed my exterior 10-35 around the perimeter I did notice a Silver Jeep parked down by the trails.. I checked all exterior doors, and they were locked and secured with no signs of forced entry or damages to the property all is clear. Unit 14 cleared the scene at 1320



19th Jul 2020

Persons Involved

Type
Name (First & Last)
Age
Sex
Race
Phone
Address
Injury?
Injury Type
If Suspect Involved
Citation Issued

Vehicle

Status
Year
Make & Model

Types of Reports



Operational Sit Rep

- Ensures clients coverage
- Predictive Forecasting of Events
- Real Time response & tracking
- Monitor via GPS assets / people



Business Intelligence

- Business analytics
- Dashboards for visual glance
- Proactive, service growth opportunities



Customer and Employee Portal

- Ensures clients coverage
- Ensure employees concerns, issues addressed
- Customized billing
- Real Time report access



Daily Activity Reports

- No Software to Download
- Accessible via the Internet
- No More Paper to Store
- Improves Efficiency



Incident Checklist / Field Inspections

- Ensures Appropriate Response
- Easily Customizable
- Helps K.I.S.S.
- Supervisors ensuring QC of subordinates



Pass On Log

- Improve the flow of information
- Confirm that officer read info
- Provide links to valuable info
- No more paper logs



Visitor / Truck Log / Parking Violations

- Easily attach photos
- Eliminate paper logs, check ins easy
- Accessible in real time
- Captures important information



Workforce Ticket System

- Ensures clients coverage
- Ensure employees concerns, issues addressed
- Real Time report access



Insights

- See KPIs for customers
- Track Real Time updates
- Better Decision Making



Payroll & HR Single Database

- Ensures single database
- Recruit, Hire, Engage, Manage, Track, Pay, Policy Manuals, Time Off Submission
- Real Time reports



e-Learning

- Robust online library of courses
- State compliance and customizable
- Easily pushed to employees through app
- Progress tracking



Incident Reports

- Ensures clients get reports
- Clients are emailed reports
- Real Time report access
- 24 Summary Reports



Post Orders

- Instantly available to officers
- No paper to distribute
- Easily updated
- Distribute urgent BOLOs or alerts



Guard Tour Checkpoints / Maintenance Requests

- Easily Track Maintenance Issues
- Monitor temperature or equipment
- Monitor key areas to ensure checked

Review Process for Performance Evaluations

Strategic Security Corp. strives to exceed expectations and meet all deadlines in regard to all aspects of our operation and especially in regard to meeting our Key performance indicators. Regarding training each employee is assigned a required training curriculum. Our training coordinator in conjunction with the designated account manager set up milestones for the required training under this RFI. Once this process is complete our staff begins receiving alerts regarding employee's progress. The KPI for training is 100% compliance with state, client and SSC required training programs.

This proven process which also tracks licensing and certification renewal dates is key to Strategic Security Corp's success in exceeding client expectations and meeting all KPI's.

Key Performance Indicators

Strategic Security utilizes a 360-degree review process to evaluate staff performance in response to meeting KPIs

- 28 items below be part of the onboarding checklist that the employee gets at onboarding and does a self eval so that they know what we look for and when their performance eval comes they are not surprised
- Annual eval whereas first the employee evals him/herself on the 28 points below on a 1-5 scale, then the account manager does.
- Supervisor questions are for when supervisor discusses performance eval
- Periodic progress review, 30 day and 90 day or an Interim Evaluation (this is one that we can use for
  cause)

Performance Evaluation

Area	Rating	Area	Rating
Patrol Duties / Responsibilities		Judgement	
Allocating Personnel		Professional Responsibility	
Training / Monitoring		Verbal Communication Skills	
Evaluating Personnel		Written Communication Skills	
Searches / Investigations / Notifications		Comprehension Skills	
Securing Incident Scene		Drive / Initiative	
Control Suspects / EDPs		Analytical Skills	
Administrative Duties		Interpersonal Skills	
Review Reports / Logs		Adaptability	
Community Interaction		Appearance / Professional Image	
Security Ethics / Integrity		Memorization	
Leadership		Innovativeness	
Safety Documentation Reports		Physical Fitness / Physical Activities	
Firearms Safety (if armed)		Adherence to Company Policies and Procedures	

Also measured in the KPIs are:

Area	Number
Lateness	
Call Offs	
Warning Forms Issued	
Awards	

Supervisor's Questions

- Development of the job.
- Areas where you need to improve / concentrate during the next year.

- Describe how these improvements will be achieved.
- Developmental Progress
- Discuss goals and objectives set previously (at hire or prior review) and the results achieved.
- Strengths
- Greatest strengths this employee brings to the job.
- Newly acquired skills, education or training
- New acquired skills, education or training
- Goals and performance objectives for coming year
- Goals and performance objectives for coming year

Periodic Progress Review

- Appearance / Professionalism Image
- In proper uniform consistent with designated job / client site requirements and SOP
- Technical Job Knowledge of SOP
- Exhibit understanding of key areas of SOP: incident checklist, access control, security screening at access points
- with
- wand or magnetometers, radio protocol and communications
- Time and Attendance
- Constantly shows up for work on time or early, avoids call outs, minimally excusable tardiness.
- Written Documentation
- Constantly documents incidents, equipment, areas of concern, safety or maintenance issues

Inspection and Disciplinary Process

Inspection Frequencies

A fully integrated inspection program must not only identify the types of inspections to be used and the operational areas to be inspected, but also must set forth the frequencies at which each organizational element will be inspected. SSC's supervisory personnel will inspect each post a minimum of twice per shift during the day and three times per shift at night.

Early Identification of Deficiencies

The general purpose of inspections is to maintain a high level of quality. Minor infractions and discrepancies in guard performance immediately will be brought to the attention of the individual guard. The responsible Shift Supervisor or the Project Manager will provide counseling and prescribe a course of corrective action to raise the performance of the individual to an acceptable level.

Our inspection program is designed to detect minor flaws and deficiencies before they become full-scale defects. This is accomplished through the continuous monitoring and inspection of guard force performance. In addition, we often require supervisory personnel to co-man guard positions with assigned security personnel during peak hours for the express purpose of identifying potential problem areas. This practice gives supervisory personnel first-hand knowledge of the problems their subordinates are experiencing, and allow for preemptory management action to prevent deficient performance.
All personnel conducting inspections of post operations use a Quality Control Checklist for documenting deficiencies. During phase-in, our Quality Control Monitor will customize QC Checklists to the unique requirements of the various locations, and will submit them to the COTR for their input and approval.

Correcting Deficiencies

Quality assurance is only as successful as the methods of correcting noted deficiencies or violations. Within SSC's Quality Assurance and Inspection Program, corrective actions have three basic forms:

- Counseling
- Refresher Training and Recertification/Reassignment
- Dismissal

To be effective, corrective actions must be initiated as soon as possible after the infraction or deficiency is detected. In no case will more than 24 hours pass before action is initiated or will more than one calendar month pass before corrective actions are completed. Corrective actions will be initiated as defined below.

- Verbal counseling will be completed within the shift (or tour) of duty for minor infractions.
- Written counseling will be completed within one week of occurrence.
- Refresher training will be developed and presented within one month of noted deficiency.
- Recertification/Reassignment will be accomplished dependent on the individual circumstance and any additional training required prior to reassignment.
- Dismissal actions will be in accordance with established personnel policies and procedures.
- Guards pending dismissal will not be assigned duty under this contract.

Counseling, either verbally or in writing, is the preferred method for correcting minor infractions and deviations from established procedures. The Quality Control Monitor or responsible Shift Supervisor will identify to the individual:

- The nature of the infraction
- The correct procedure for corrective action

During counseling, the individual will be informed that future violations may result in more severe action. SSC's counselor will solicit acceptance and compliance with the results of the counseling session by securing the individual's signature. Should inspections reveal a trend of infractions that are not unique to one guard, refresher training for the entire guard force may be required. Such refresher training will be case-specific in design. Its intent will be to instill in the guard force, or selected personnel, the proper and accepted method of compliance required by program mandates.

All affected guard force members will be required to attend and complete the additional training.

Employees who commit major or serious infractions of the Code of Conduct, Contract Violations, or who willfully violate General Orders/Post Orders, will be subject to dismissal. Observed or revealed major infractions or violations will be identified and documented. Dismissal may be initiated by our Project Manager in response to inspection reports, or at the direct request of the Oversight Manager. Incumbent employees identified for dismissal will not be assigned under this contract. Dismissal recommendations (or request for removal by the COTR, client representative or Project Manager) will be fully investigated. The employee will be advised that dismissal actions are being contemplated and will be afforded an opportunity to respond but will be removed from the project. Except in cases of severe infraction, SSC's policy stipulates that corrective action in the form of employee retraining, re-certification, or reassignment must precede dismissal. Our Project Manager will ensure that all written counseling and refresher training is accomplished and documented.

Deficiency Reports

If immediate action cannot be taken to correct an identified deficiency, the inspector prepares a Deficiency Report and forwards it immediately to our Quality Control Monitor, who determines and initiates the appropriate corrective action. The effectiveness of the corrective action is monitored until the deficiency is corrected to the satisfaction of our Quality Control Monitor. Reports are maintained by

our Quality Control Monitor and filed in a suspense file or completed action file in the Work Control Center. All Quality Control files are available for review by the appropriate client officials. Each month our Project Manager provides the COTR with inspection results and corrective actions taken for all deficiencies noted during the previous month. Follow-up action on deficiencies not readily correctable at time of discovery is the responsibility of our Quality Control Monitor.

Documentation Procedures

SSC maintains careful records of each Quality Control report, its results and any recommended corrective action. We use these records as part of the regular review process, looking for trends in deficiencies or weakness. This information is used to implement policy changes and changes in training where appropriate. These changes might be in standing operating procedures, equipment, personnel, personnel duties or even management.

All inspections will be documented in the Post Chronological Logbook. Inspection reports will be provided to the Project Manager within 24 hours of inspection for inclusion in summary reports to the Oversight Manager. The report to the COTR will include the following information:

- Inspecting Official
- Time/Date of Inspection
- Names of Guard Force members inspected
- Results of each post inspection

To support the guard force quality assurance and inspection program, our Vice President of Operations, will conduct annual audits of each location to survey the quality of security services being provided, and to determine areas where improvements can be made. Such audits will review the following factors:

- Abnormal trends or deficiencies which might have developed
- Conformance to contractual obligations
- General performance levels of security protection
- Changes in security program
- Adequacy of SSC's systems and procedures
- Major problems encountered and progress in resolving these problems
- Major unresolved problems
- Recommended corrective actions not yet implemented
- Measures to stimulate significant improvements

Our Quality Control Monitor also will perform quarterly reviews of all administrative records associated with the contract including personnel records, inspection reports and invoices.

Clear separation of QCM's from uniformed employees

Uniformed Guards will not be a part of the Quality Control system, nor have any input into the inspections and reports that will be created by the Official Monitors

Disciplinary Process

Our clients have a justifiable expectation that guards assigned to this project will conduct themselves with maturity and self-discipline. To that end, SSC developed standards of employee behavior that promote both service and business professionalism. "*Professionalism with Integrity*" is a standard infused into every portion of the corporation's philosophy and practice.

As a service company, SSC built our reputation upon standards of excellence. We realize we are judged by our conduct and performance. SSC is responsible for maintaining satisfactory standards of competency, conduct, appearance and integrity. The SSC Standards of Conduct are well developed and a quality benchmark for our industry resulting from over 18 years of providing, and constantly improving, security and guard services. We will take appropriate actions, including disciplinary actions, to ensure that the SSC guards at the various government facilities favorably represent and maintain all required standards.

The greatest risk to the performance of a security force is a lack of discipline. A formal, effective disciplinary process is necessary to sustain an effective and disciplined workforce that maintains the integrity and image of the you and SSC. This disciplinary process must promote the desired performance behaviors specified in the contract; clearly communicate our Zero Tolerance policy and be fair in its execution.

SSC Disciplinary Process

Step 1 – Oral Reprimand

Step 2 – Written Reprimand

Step 3 – Suspension

Step 4 – Dismissal

Figure 1.1 PROGRESSIVE DISCIPLINE PROCESS

SSC's policy is to maintain a professional standard of conduct and to investigate all reports of noncompliance with performance standards including allegations of misconduct. The purpose of our system of discipline is to enforce compliance to yours and SSC rules, procedures and ethics. Discipline is used to correct misconduct or violations of performance standards when more positive means of training and supervision fails to rectify improper conduct or noncompliant performance. SSC policy and the nature of the substantiated act(s) determine the actual measure of discipline, including final dismissal. If quality control inspections reveal serious deficiencies in employee performance that justifies corrective disciplinary action, the Site Manager will administer discipline pursuant to the Four-Step Disciplinary Process.

SSC uses a well-developed four-step discipline process to address discipline problems. This program is fair in the application of discipline in that investigations are thorough, and the appeal process guarantees the individual appropriate levels of review. If a second chance is warranted, it is granted. If rehabilitation or retraining is the correct path, it is accomplished. If, however, dismissal is warranted, it is swift and thorough ensuring that all credentials and client, government or contractor equipment are returned immediately.

Four-Step Disciplinary Process

SSC's Four-Step Disciplinary Process is illustrated in figure 1.1.

√ *Step 1 – Oral Reprimand*

The employee may be given an oral reprimand and counseling when unintentional carelessness results in a problem. The employee is counseled regarding the problem and proper action to correct the problem. Retraining may be applied as a preventive measure. The oral reprimand is documented in a memorandum to be placed in the employee's personnel file.

√ *Step 2 – Written Reprimand*

SSC may issue a written reprimand when the offense is more serious or is a second occurrence of an offense. The individual issuing the reprimand documents the action in a memorandum. The employee receives a copy of the reprimand and a copy is placed in the employee's personnel file.

√ *Step 3 – Suspension*

If the seriousness of the offense justifies a suspension without pay, SSC may administer the suspension. The suspension is a temporary disciplinary layoff for serious misconduct or repeated offenses. The employee does not lose his/her job or seniority rights but loses his/her pay for the designated period of suspension.

All recommendations for suspension are considered on individual merit. An employee's prior discipline record and job performance is considered before final administration of discipline.
Upon suspension of a guard from duty, the Site Manager will notify the client in writing, providing the facts and argument regarding the proposed removal.

√ *Step 4 – Dismissal*

An employee may be dismissed for any serious impropriety or act of misconduct that, in the view of you, the client or SSC, renders him/her unfit for continued duty as a guard. Employees also may be dismissed after the progressive disciplinary process fails to result in the desired correction of chronic misconduct. The Site Manager will recommend all dismissal actions. Subject to the SSC Zero Tolerance Policy, dismissals will be considered on individual merit. An employee's prior discipline record and job performance shall be considered before final administration of the discipline. Dismissals will be in effect as soon as possible after SSC approval.

The employee will receive written notification of dismissal in a meeting with the Site Manager. To avoid confrontation in public areas, supervision personnel will meet a guard in a private area prior to a shift change, or at completion of a shift change after the guard has signed out. If dismissal action is necessary during a shift, supervising personnel will escort the guard to a private area and ask that she/he relinquish her/his weapon, credentials and any other client furnished equipment. The employee will be escorted off the premises immediately, if necessary, with the assistance of Law Enforcement.

SSC employees may appeal any disciplinary action imposed. The employee may appeal to the next level of authority above the Site Manager. The disciplined employee may petition for repeat of disciplinary action, remediation of that action, or seek civil remedy in a court of law. If an employee is suspended from duty during the course of an investigation, suspension will be with pay until SSC makes a determination to suspend without pay. If the employee appeal is successful, back pay will be awarded.

Zero Tolerance Policy

SSC has a Zero Tolerance Policy regarding illegal drugs, alcohol abuse and firearms misuse. Violations will result in dismissal. Any guard who engages in actions such as misuse of weapons or credentials; removal of weapons or credentials from the site; improver activity related to facility visitors and federal employees; engages in a criminal conduct on or off duty; or any activity that affects the integrity of the client or SSC or is likely to compromise the security of the facility will be removed from performing services for your organization under this contract.

Removal for Cause

Occasionally there may be instances where employees must be removed from the work site should it be determined that these employees have been disqualified for either suitability or security reasons or are found to be unfit for the performance of security duties during their tour of duty. SSC has an excellent record of employee performance across all its contracts with more than 3500 employees. SSC nevertheless acknowledges the right of the client to remove an SSC employee for cause from the

client premises and from assignment to work at a site. Upon notification of the employee's disqualifications, SSC will remove the employee from the worksite within the time limits set up by the client.

Should the reasons for removal constitute a violation of client or SSC policy or procedure, the employee may be subject to the SSC disciplinary process. Regardless of the result of the disciplinary process, the employee shall not return to duty at a client site.

Suspension During Investigation
Any allegation that is determined to be a Zero Tolerance Incident, Guard Arrest, Illegal Act or Unethical Act will result in the immediate suspension with pay until the confirmation or rejection of the allegation. For complaints of performance failure, SSC may impose suspension with or without pay if it is in the best interest of the client or SSC.

Retention, Incentives and Turnover



There is no greater element that has contributed to our growth and success other than our employee engagement programs that start with the initial hiring phase. Utilizing traits of The Minnesota Multiphasic Personality Inventory (MMPI), our hiring managers assesses personality traits and psychopathology to select the ideal candidates that possess, "The Strategic Spirit". The Strategic Spirit is intended to source applicants that possess foresight, who enjoy what they do and desire professionalism.

- ✓ *Once they become an employee, we constantly seek to enrich their employment with Strategic by retention programs, training and above all employee empowerment.*
- ✓ *Empowerment simply means that employees are trusted and empowered to do what's in the best interest of the customer.*
- ✓ *As much as customer service matters, we focus on our employees first, whom in tern put our customers first. Employees that work at Strategic Security are proud of the company and brand, they are well looked after, treated fairly, and given the tools and level of support they need to do the job. This results in an employee that is motivated, smiling and feels appreciated which is turn results in better customer service experience for our customers and their brand when people are coming into their locations. Our employees are the most engaged workforce in the industry and the discretionary effort they put forth is noticed by our clients and their customers.*

SSC has industry leading recognition and incentive programs that allow us to maintain low turnover and high retention of our employees. We constantly are reviewing retention data and input from our employees on ways to improve our programs. SSC research into our companywide retention shows that our employee turnover rate is among the lowest in the industry at fewer than 6-14% nationally.

Based on this research, and as part of our retention strategy, SSC will initiate the following retention incentives for security personnel.

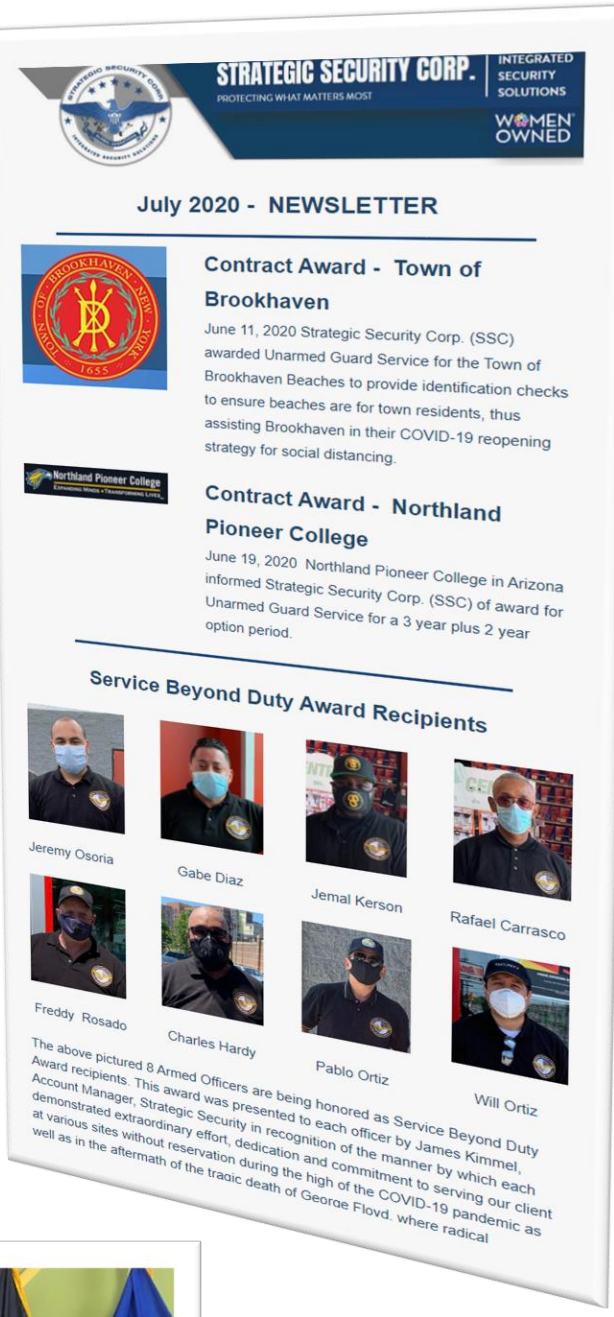
Incentives, Merit Awards

Merit Awards

Strategic Security contributes to the morale of its security personnel by recognizing individuals for their exceptional performance. Security personnel maybe eligible for the following merit awards:

Description	Award
Service Beyond Duty	• Certificate of Merit
Security Officer of the Month	• $50 Bonus Check
Security Officer of the Year	• Distinctive Plaque awarded at Program & District level • Cash Award
Supervisor of the Quarter (Commendable performance of supervisor & employee)	• $150 Cash Bonus • Distinctive Plaque awarded at Program & District level
Supervisor of the Year (Chosen from 4 Supervisors of the Quarter)	• Distinctive Plaque award at Program & District level • Cash Award
National Officer/Supervisor of the Year	• Awards given for performance & heroism • Cash Award & Distinctive Plaque
Service Awards	Recognizes the value of longevity with the Company. SSC service pins are awarded for each five-year period of continuous service with the company.
Suggestion Awards	Employees are encouraged to make suggestions and recommendations via formal procedures. Suggestions that result in cost savings, value- added or improved efficiency are recognized with Savings Bonds along with formal certificates.
Certificate of Achievement	Employees are awarded the Certificate of Achievement for successful completion of a Strategic Security Global Training Center Program
Certificate of Appreciation	The Certificate of Appreciation is presented in response to a letter of commendation for a job well done or for performance of a valued act of service for the client or Company
Certificate of Recognition	Certificate of Recognition to employees in recognition of unusual and outstanding service, and for courage and initiative
Certificate of Distinction	This award is presented for the performance of an act of valor above and beyond the call of duty; an act that reflects great credit on the individual, the client or the Company
Valor Award	Valor Award may be awarded to employees who have received a Certificate of Distinction and are eligible for this prestigious award
Gold Coin of Excellence	The Gold Coin of Excellence is awarded by the Site Manager as recognition of excellence in the performance of duties above and beyond normal expectations. This prestigious award encourages employees, supervisors included to contribute to quality improvement.

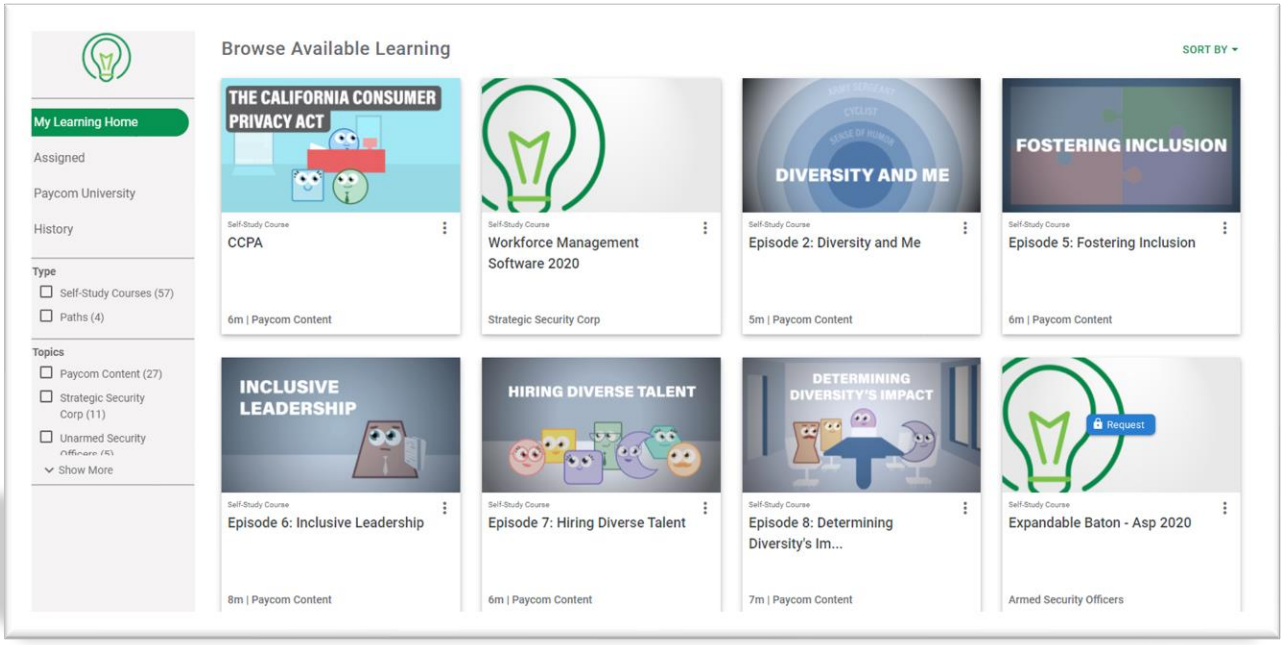

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FROM: Officer of The
AMOUNT: Strategic Security Corp
MESSAGE: $75
Thank you for your efforts
STRATEGIC SECURITY CORP.
PROTECTING WHAT MATTERS MOST
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Activate Your
Visa® Reward Card
Visit GiftCards.com/rewardcard
or call 1-855-253-7077 for activation.
Earn As You Spend

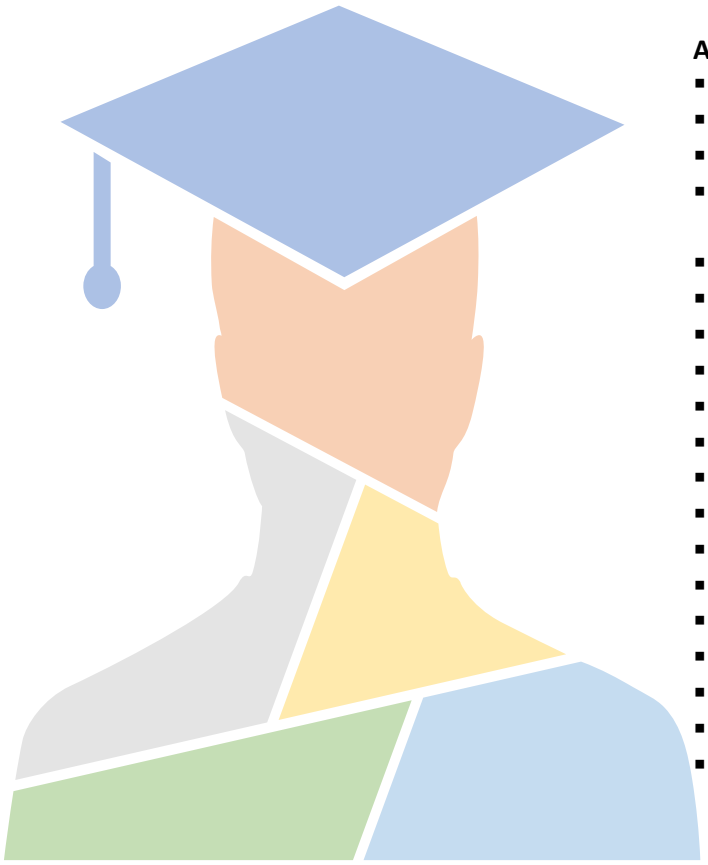

STRATEGIC SECURITY CORP.
PROTECTING WHAT MATTERS MOST
INTEGRATED SECURITY SOLUTIONS
WOMEN OWNED
July 2020 - NEWSLETTER
Contract Award - Town of Brookhaven
June 11, 2020 Strategic Security Corp. (SSC) awarded Unarmed Guard Service for the Town of Brookhaven Beaches to provide identification checks to ensure beaches are for town residents, thus assisting Brookhaven in their COVID-19 reopening strategy for social distancing.
Contract Award - Northland Pioneer College
June 19, 2020 Northland Pioneer College in Arizona informed Strategic Security Corp. (SSC) of award for Unarmed Guard Service for a 3 year plus 2 year option period.
Service Beyond Duty Award Recipients
Jeremy Osoria
Gabe Diaz
Jemal Kerson
Rafael Carrasco
Freddy Rosado
Charles Hardy
Pablo Ortiz
Will Ortiz
The above pictured 8 Armed Officers are being honored as Service Beyond Duty Award recipients. This award was presented to each officer by James Kimmel, Account Manager, Strategic Security in recognition of the manner by which each demonstrated extraordinary effort, dedication and commitment to serving our client at various sites without reservation during the high of the COVID-19 pandemic as well as in the aftermath of the tragic death of George Floyd. where radical



Professional Development

Strategic Security provides free of charge to all employees professional development courses.





Available Courses Include:

- Executive Protection
- Intelligence Analysts
- Unmanned Aircraft System Training
- Emergency Response (Swift Water Rescue, Repelling, Diving, etc)
- Event Security and Safety
- Civil Unrest Indicators
- Bomb Blast Effects and Identification
- Interview and Investigation Techniques
- Risk Management Security & Safety
- Business Continuity – Business Survival
- Workplace Violence Prevention and
- Response Suspicious Mail and Packages
- Combating the Increase in ATM Security
- Issues Report Writing for LE and Security
- Civil Disobedience (Active / Passive)
- Workplace Safety – Active Shooter
- Preventing Discrimination and Harassment
- HIPAA Intermediate for Security Officers
- Tactical Shoot Courses

Strategic Career Path

Strategic Security offers our employees a clear path to advancement within our organization making us much more than just an employee's transient employment.



Year / Labor Category	2019	2020	2021	2022
Supervisor - Armed	0%	0%	1%	.5%
Advanced Security Officer - Armed	1%	5%	2%	2.5%
Supervisor - Unarmed	0%	8%	1%	3%
Advanced Security Officer - Unarmed	0%	9%	7%	2%
Basic Security Officer - Unarmed	3%	12%	10%	7%
Overall	**4%**	**34%**	**21%**	**16%**

SSC has industry leading recruitment, training, recognition, and incentive programs that allow us to maintain low turnover and high retention of our employees. We constantly are reviewing retention data and input from our employees on ways to improve our programs.

While industry standards according to ASIS are approximately 100-300% turnover in the unarmed guard services market. We have been consistently driving down the employee turnover for all labor categories to record industry lows. The only exception was 2020-21 with the impact of COVID, Strategic Security was notified that a border security contract with the United States Government was suspended due to then, President Trump closing of the border to stop the spread of the pandemic. Due to the remoteness of the locations all of our supervisor and guards working these sites were laid off.

Invoicing

WinTeam, the Company's fully integrated payroll, billing and scheduling system, automates and enhances our core business functions and allows us to create customized reporting for our clients. The WinTeam scheduling system also allows us to provide shift personnel schedules; warnings on overtime and scheduling conflicts; performance criteria; personnel information; streamlined payroll and billing for accurate and timely data, and; detailed reports.

Strategic Security regularly trends dozens of reports to make sure your security program is running efficiently and to pro-actively drive improvements. A variety of customized reports including invoices, can be tailored to your· needs. All report information can be analyzed, arranged, displayed, or otherwise custom formatted to meet your specific requirements.

Our goal is that it takes a client 3 minutes or less to reconcile our invoices.

Compliance and Documentation

Accountability of Property

Client Furnished Property

As demonstrated in the SOW, property furnished by the client to aid in the performance of the SOW shall be limited to the use of client facilities, installed equipment, utilities and materials as described below. SSC shall care and account for any property furnished by the client in a responsible fashion.

A. Should the client furnish any non-expendable equipment by the client during the period IDIQ performance, the Program Manager (PM) and or designee shall provide an inventory of said property upon receipt, followed by a month inventory.

B. We understand that the following types of supplies, materials, equipment, and facilities/office space, may be furnished as deemed necessary by the client.

   1. Electronic, electro-mechanical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions and security systems monitoring equipment.

2. Building utilities and services in accordance with established building operations and procedures including the use of concession facilities, restrooms, and medical facilities as available and necessary for emergencies.

SSC personnel assigned to the facilities shall monitor the safe and efficient operation of client furnished property and shall report any loss and/or need for maintenance or repair to the COTR in a timely manner.

C. In addition to the property described above SSC shall anticipate the receipt of required client administrative and procedural forms that will be utilized in the performance of duties to include:

1. All client administrative forms prescribed for use by employees will adhered to.

2. Initial version of the Officer's Duty Book, including all inserted information required, to be maintained in current form by SSC staff.

3. Operations and maintenance manuals for client provided equipment and systems, such as alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions and security systems monitoring equipment.

Use of Client Furnished Property:

A. Through training, performance standards, random inspections, periodic reminders and other means SSC shall ensure that the use of client property is limited to official client business in the performance of SOW / Task Order responsibilities and duties, not for any personal advantage, business gain, or other personal endeavor. SSC accepts the responsibility for payment for any expenses resulting from staff misuse or abuse of client issued property or equipment.

B. The CM shall provide written certification listing all licenses and permits required by law for the use and operation of Client furnished property or equipment received by the SSC staff.

Accountability of Client Furnished Property:

A. Should any Client property or equipment be issued to SSC staff prior to or during the performance of duties under this Task Order, we will acknowledge receipt using a Client property receipt. Any property and equipment furnished by the Client shall remain the property of the Client. Upon termination or conclusion of the Task Order, the CM shall render an accounting of any Client property that may have come into SSC possession during the course of the Task Order.

B. SSC shall be responsible for the cost of repair or replacement of any Client property lost or damaged, as well as for expenses associated with the misuse of telephones or other CLIENT furnished office equipment resulting from improper use or negligence by our staff. Employees who misuse willfully damage or willfully destroy Client property shall be subjected to the SSC disciplinary process, may be removed from the Task Order and may face further penalties as deemed necessary by the Client.

C. The PM or the designated supervisor shall report loss or damage to the Client-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery.

Safeguarding Client Furnished Property:

A. SSC will treat Client furnished property as if it is our property, purchased with our funds. SSC will take all reasonable precautions, as directed by the Client, or in the absence of such direction, in accordance with SSC's policies and procedures and sound industrial practices, to safeguard and protect Client property.

B. Subject to disciplinary action by SSC, as well as legal and contractual penalties by the Client, employees of SSC shall safeguard the security and confidentiality of any and all classified, confidential, proprietary, sensitive, personal, business, technical or financial information belonging to the Client or to other private parties performing or seeking to perform work for the Client to which work requires access. Employees shall not read, photocopy, remove or otherwise appropriate such information for their own use or disclose such information to third parties unless specifically authorized in writing by the CO.

Malfunctioning of Client Furnished Property:

SSC staff shall regularly monitor the performance of Client furnished property in their assigned areas to ensure that all property and equipment is functioning appropriately. The supervisor shall report the malfunctioning of any Client equipment to the COTR or, if the COTR is not available, the Client Police as soon as possible, but no later than 24 hours after detection of the malfunction. The event shall be entered in the appropriate log and the necessary incident report processed.

Contractor Furnished Property:

SSC provides a diverse array of contractor furnished equipment, property and services to an equally diverse array of Federal and federally managed operations. We have well-established management and control procedures to ensure that all property is suitable for purpose and well maintained.

A. SSC shall be responsible for providing and maintaining in acceptable condition, at no cost to the employee, items of uniform, all equipment, materials and consumable supplies necessary to fulfill the requirements of the Task Order. All equipment furnished by SSC shall be appropriate for use in the discharge of required duties and may be subject to approval of the COTR prior to use.

   Supplies and equipment will, at a minimum, include office and administrative supplies, all items of uniforms and related accessories, firearms, firearms upkeep and maintenance equipment, communication equipment, supplemental equipment and any unique equipment or supplies that might be required by a specific work site/post.

Records

Certification Compliance and Reporting
SSC takes a multi-tiered approach to Certification Compliance and Reporting. Strategic Security maintains records for a period of 7 years. Traditional hard copy Client records on all employees are maintained online and at the local servicing program office. These records will be an available immediately to account and project managers as well as auditable item during internal SSC site/program inspections.

Personnel Filing System:
To minimize duplication of personnel files Strategic Security Corp. will maintain personnel files on-site for all employees who work under this Contract. All files will be maintained at the SSC office and will be made available to the contracting officer representative (COR) on a continuous basis. Each guard's file will contain the following per the SOW:

- Application for employment, including resume or detailed prior work history and references;
- Results of all criminal history checks obtained by SSC;
- U.S. Citizenship and Immigration Services Form I-9 Employment Eligibility Verification;
- Non-Disclosure Agreement,
- A copy of high school diploma, GED certificate, college transcripts military records or POST Client completion;
- A copy of the most recent CPR, First Aid, and AED certification card; EMT certification if applicable
- Results of all drug screenings administered (both pre-and post-employment bi-annually);
- A copy of all licenses and certifications required by state and local requirements
- Records of all basic and refresher Client attendance and, where required test scores; (refresher given annually)
- Records of current Client and qualification scores, where required by the Contract;
- Records of all successfully completed Client Group-provided Client;
- Records of guard's suitability information (Including date current suitability expires);
- Copies of all complaints, investigations, and disciplinary action taken by the Contractor against the employee for all infractions committed under the contract;
- SSC will comply with the Health Insurance Portability & Accountability Act (HIPPA), the Medical Evaluation
- The COR shall have the express authority to review any Contract employee's files at any time during the course of the Contract. The Contractor shall maintain all personnel files for a minimum of five (5) years after Contract closeout (upon receipt of release of claims).
- The CO or COR can request, at any time, during the course of the Contract, a spreadsheet or other tracking systems (either in paper form or in electronic form) that clearly details the status of all Contract employees pertaining to the Contract requirements, and all site locations within the contract.

Plan to Administer Controlled Substance and Alcohol Abuse Testing

Strategic Security's plan for to administer controlled substance and alcohol abuse testing adheres to DHS and client leadership with oversight of Federal Drug-Free Workplace Programs, fitness for duty evaluations, employee relations and administrative or disciplinary actions, and Employee Assistance Programs.

Employees occupying Testing Designated Positions (TDPs) other than law enforcement positions are prohibited from consuming or being under the influence of alcohol while on duty or consuming alcohol for a minimum of eight hours preceding performance of security-related functions.

There are several circumstances in which drug or alcohol testing of an individual will be performed:

1. random drug or alcohol testing,
2. applicant drug or alcohol testing,
3. voluntary drug or alcohol testing,
4. reasonable suspicion drug or alcohol testing,
5. post-accident drug or alcohol testing, and
6. follow-up [to treatment] drug or alcohol testing.

Strategic Security Random Drug Testing Use of the system that deems appropriate to conduct random drug testing.

- From a list of all personnel in Testing Designated Positions (TDP). Strategic uses a random generator to produce a list of personnel randomly selected from the list of all personnel in TDPs.
- Strategic Human Resources contacts supervisors of the randomly selected individuals to advise that they have personnel who have been randomly selected for drug or alcohol testing.
- Supervisors identify which of those employees will be available to report for drug testing and that information is provided to TSA by phone or secure email.
- Strategic inputs into the System the names of those individuals who will be sent for drug or alcohol testing and then produces the Chain of Custody Form (CCF).
- After receiving confirmation of the employee's availability for testing, the employee's immediate supervisor is provided additional instructions for the employee (i.e., the individual's random selection for drug or alcohol testing, the location of the collection site, circumstances for testing (random), and timeline for testing (typically within two hours).
- Once the employee reports for the drug or alcohol test, the individual identifies him or herself and provides a picture ID, which Strategic Security visually confirms. The individual is then asked to review the personal data on the CCF and verify that it is correct.

Applicant Drug or Alcohol Testing

The applicant drug test occurs when a tentative job offer (TJO) is issued by a Strategic Security's Human Resources Department and the position requires drug or alcohol testing as a requirement of onboarding.

- Strategic receives a request for an applicant drug test from the Drug Program Coordinator (DPC) via password-protected email. The PII included in that email is: name, home address, last five digits of Social Security number (SSN), DHS Component, email address, and phone numbers (daytime and evening).
- Strategic contacts the applicant directly via phone or email to coordinate the drug test.
- Strategic verifies the candidate's availability and location and requests that a federal drug testing kit is sent to or available at a collection site convenient to the applicant.
- Strategic then contacts the applicant again and provides instructions regarding where to report for the test and the required timeline for reporting (within 48 hours after contact).

Strategic Security employees and applicants selected for drug testing are required to provide a valid PIV card or a valid driver's license, respectively, upon reporting to the collection site. Collection site personnel will verify the individual's identity and record the name, gender, last 5 digits of the SSN, date of birth, phone number(s), testing authority (HHS), circumstances for test, and drugs for which to be tested. This information is recorded on the federal drug testing CCF, which is signed by the employee/applicant, and it accompanies the specimen as it is sent from the collection site to an HHS-certified laboratory for analysis. The laboratory sends the preliminary test results, and the necessary

biographic information to ensure that the test results are connected to the correct employee, to the Strategic MRO via the System for verification of any positive result. Once results have been verified by the MRO, the results are uploaded into the System as "negative" or "verified positive."

Account Review

SSC removes start up concerns through documented processes and planning. This proven, formal approach is documented in our Service Initiation Workbook. The workbook, along with its companion guidebook with instructions, ensures that service starts smoothly and provides a foundation for on-going success. Upon contract award, SSC will provide a documented implementation plan with benchmarks and weekly status tracking and also a number of employee communication tools and resources. After review, SSC will meet with you to discuss any amendments, enhancements or additional areas that will need to be measured and added to the KPIs.

Strategic Security Corp. is very familiar with customers' expatiations for both standardized practices and consistency on their sites. SSC has identified some challenges with regards to training as it pertains to state regulations and has implemented a solution that mitigates these challenges. The solution is measurable and directly correlates with key performance indicators (KPIs) identified in earlier questions which will identify any shortcomings in a particular region or client location.

Some states have more stringent training requirements than others. To mitigate this discrepancy and implement overall consistent training across the board SSC implements the following best practice:

1. Identify the most comprehensive requirements of states where service is performed.
2. Incorporate additional training above and beyond state mandated training to those states that have less stringent
requirements (this is in addition to the required training by state)
3. Deploy training teams to ensure the training is standardized throughout your facilities
4. Implement additional training via e-learning platform if applicable.

Audits

Monthly audits are performed by the Regional Training Director of all Supervisory Training Supervisors, Instructors and Field Training Officers to ensure that all staff are being training to the following levels:

- State Standards
- Client / SSC Agreed Upon KPIs
- New Best Practices
- License Expiration Renewals

CompStat (conducted on a weekly basis)

We will ask customers to participate in monthly CompStat meetings. CompStat meetings offer customers a dynamic approach to crime / access control issues or reduction, quality of life improvement, service request, maintenance issues, life safety issues and personnel and resource management, whereby senior level Strategic executives identify spikes in the aforementioned areas using comparative statistics and address those spikes through the use of a cost effective security posture. To this end, CompStat includes four generally recognized components: timely and accurate information or intelligence, rapid deployment of resources, effective tactics, and relentless follow-up. It is also a system whereby officer productivity is measured, and individuals were held accountable for

spikes in areas or lack of productivity. We also ask customers to provide feedback on 10 question surveys on guards and SOC operators performance. Parties participating are:

- Contract Manager
- Regional Branch Manager
- Client Dedicated Account Manager
- Client Value Manager
- Site Supervisors

Testimonials

"The officers assigned are excellent when it comes to de-escalating situations and defuse the incident without any problems. They are always ready to assist FEMA employees to their full capacity."

B Valencia Scott

Disaster Recovery Center Manager
U.S. Department of Homeland Security
Federal Emergency Management Agency

"Strategic works with us to understand our corporate culture and the global threat we face operating in the U.S, Mexico and the U.K They deliver results across an array of services."

Edward O.

Sr. Director of Facilities,
MSC Industrial Supply Co.

"The responsiveness of the security officers is exemplary. They routinely utilize their de-escalation training with County consumers as well as utilizing their progression of force training to ensure County employees, customers and visitors always feel safe. Officers are always calm and professional. The County preformed a customer satisfaction survey of its properties and Strategic received a 96% satisfaction rating of good or very good."

Richard J Goff

Security Manager
Mecklenburg County Government
Asset and Facility Management

"Client is very happy with the detail." Excellent preparation, well trained, outstanding execution and best of all uneventful outcome. This just doesn't happen without good people doing what they need to do to ensure we're all on target.

Zachary Y.

Operations Manager
United Healthcare Global

References

Client	Contact	Dates	Value	Summary
County of Mecklenburg Charlotte N.C.	Michael Schoonmaker Program Manager Michael.schoonmaker@mecklenburgcountync.gov 980-314-2543	7/2017-Present	$4m annual	Armed and unarmed security guard service as well a county wide roving patrol and alarm response
FEMA Emergency Response for DR-4871 TX and DR-4798-TX	Sam Mao Security Manager Samnang.mao@fema.dhs.gov 202-769-8005	3/2024-Present	$4.6m annual	Armed protective service officers provided throughout the state of Texas for several ongoing disasters
WURTH Industry/MSC Direct	Jeff Regan COO Jeff.regan@wurthindustry.com 516-270-5444	2005-Present	$1.2m annual	Armed, unarmed and emergency response for both companies.



Date: September 24,2024

STRATEGIC SECURITY CORP.

Security Guard Services

RFP 2024-20

Professional Security Guard Services

SUBMITTED TO: City of Edinburg
415 W. University Drive
Edinburg, TX 78541

SUBJ: Request for Proposal
Security Guard Services

SUBMITTED BY: **STRATEGIC SECURITY CORP.**
Corporate Headquarters:
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Smithtown, NY 11787
DUNS: 169614547 Cage Code: 436P7
Attn: Joseph Sordi, COO
Phone: 212-509-0547 ext 101
Email: jsordi@sscctu.com
Attn: Douglas Ruhl, VP
Phone: 212-509-0547 ext 105
Email: druhl@sscctu.com

RESTRICTION ON DISCLOSURE AND USE OF DATA

This proposal includes data that shall not be disclosed outside the prospective customer and shall not be duplicated, used, or disclosed-in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, prior written approval must be obtained from Offeror to duplicate, use or disclose the data to the extent provided in the resulting contract. The data subject to this

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Qualifications and Experience

Company Overview

Our Promise

We at Strategic Security promise to protect what matters most by putting our employees first who will in turn put our customers first by providing an unapparelled customer experience.

Introduction

Strategic Security understands the complexities of delivering a security program to safeguard, service and to ensure the freedom of movement for both people and commerce at your locations and the associated industry pain points that you probably had to deal with:

Threat from an active shooter, other workplace violence, shrinkage both internal and external, lack of a professional personal appearance in your supplier guard force, staffing inconsistencies, invoice accuracy, poor communication, having to source multiple suppliers for various duties or concerns, lack of access to senior level leadership which leads to a sense of abandonment within their guarding contractor company, fear of transitioning.

Life with Strategic Security as your contract security supplier is one of constant, consistent vigilance, screening, oversight, and patrol services required to maintain a security posture that is critical to maintaining seamless operations. Strategic Security possess' s the institutional knowledge having provided guidance, oversight, directives, training, performance measurements and required deliverables for our customers and complied with all their operational directives provided.

Strategic Security's experience in patrol, access control and screening services includes, but are not limited to:

- Prevention of / screening for explosives, weapons, and other prohibited items or articles into the sterile areas.
- Screening persons entering designated security areas;
- Screening bags, deliveries and other items entering designated security areas;
- Government issued and or Customer document and identification badge checking;
- Executing security activities on and off your facility grounds,
- Escorts of visitors
- Alarm response
- Security training;
- Develop and manage lost and found procedures;
- Online customer feedback and resolution portal;
- Preventative maintenance of designated screening equipment;
- Temporary screening for stakeholders and surge requirements;
- Screening workforce management, oversight, supervision, auditing and penetration testing;
- Screening incident reporting including Daily Activity Reports, Incident Reports, Audits, etc.;
- Behavioral Threat Pattern Awareness identification.
- Use of animals such as canines to perform security screening and bomb detection;
- Coordination activities alongside DHS, FEMA, U.S. Customs & Border Patrol, Local Law Enforcement and Corporate security personnel;
- Data management and security;
- Program and personnel management.

- Claims and crisis management
- Security screening services at special events, distribution, customer fulfillment and transportation centers,
- Strategic Security teams work with local security and law enforcement officials to supplement existing security resources, provide deterrent presence and detection capabilities, and introduce an element of unpredictability to disrupt potential terrorist planning activities.

We will tailor our security program in response to the following guidelines:

- Recruiting and Retaining Top Talent to Foster a Reliable, Consistent Security Program
- Well-trained, Experienced Security Professionals that Manage Emergencies Effectively
- Experienced Local Management that Allows You to Focus on Your Business Priorities
- A Reliable, Consistent Security Program that Protects Your Assets and Bottom Line

In the following proposal, we further discuss our approach to delivering the highest quality security services for your organization including:

Value	Security Team	Training	Experience
			
We work with you to develop a security program customized to each specific task order needs, always striving to provide the most efficient and highest quality of service.	*Security personnel assigned to manage and be screeners as part of your program are carefully recruited, screened, suitability cleared, trained to your specification, and monitored*	*Every Strategic Security program is based on statutory requirements, specified requirements, and suitability standards for employment.*	*For over 18 years, Strategic Security has led the way in the industry as the most innovative, adaptive, and responsive companies with the highest standards of integrity and quality of security service*

A comprehensive screening program is critical to support your mission and Strategic Security Corp.'s Security teams are highly trained, meticulously managed, reliable and supported by national resources. Our teams know that in order to provide consistent outstanding service we must meet or exceed your expectations. Strategic Security Corp. focus on your objectives and needs and will incorporate your key performance indicators into our corporate culture.

Strategic Security Corp. (SSC) is a trusted name in security and assists organizations proactively by anticipating and managing risk which can transform workplace issues, such as employee safety, operational risk and emergency preparedness into opportunities for growth and improvement.

As an organization we understand and share the concerns for safety and security that our clients have. We address these concerns by doing more than other companies. Strategic Security Corp. offers a diverse, experienced, and nimble management team that provides a full spectrum of services with a single face to the client. We become a security partner that is committed to enhancing the safety and security of your organization so you can focus on core business objectives.

Company Profile

Strategic Security Corp. (SSC), was founded in 2002 and is a nationwide integrated solutions provider with seven (7) regional offices, and fifty six (56) local branch offices in nearly every state, 2 in Mexico, 1 in the UK and 3 in Canada and over 3,500 employees specializing in Guard Services, Emergency Response, Executive Protection, Integrated Technology, AI and Temporary Life Support Facilities.

Headquarter in New York with branch offices in nearly every state, we offer local response and can provide "one stop" national support coverage for our customers.

Promoting a culture of compliance and operational excellence, the Strategic family of companies has grown since formation to include a global team of industry leaders.

SSC protects more than 1,972,000 man-hours a year and assists organizations proactively by anticipating and managing risk which can transform workplace issues, such as employee safety, operational risk and emergency preparedness into opportunities for growth and improvement.

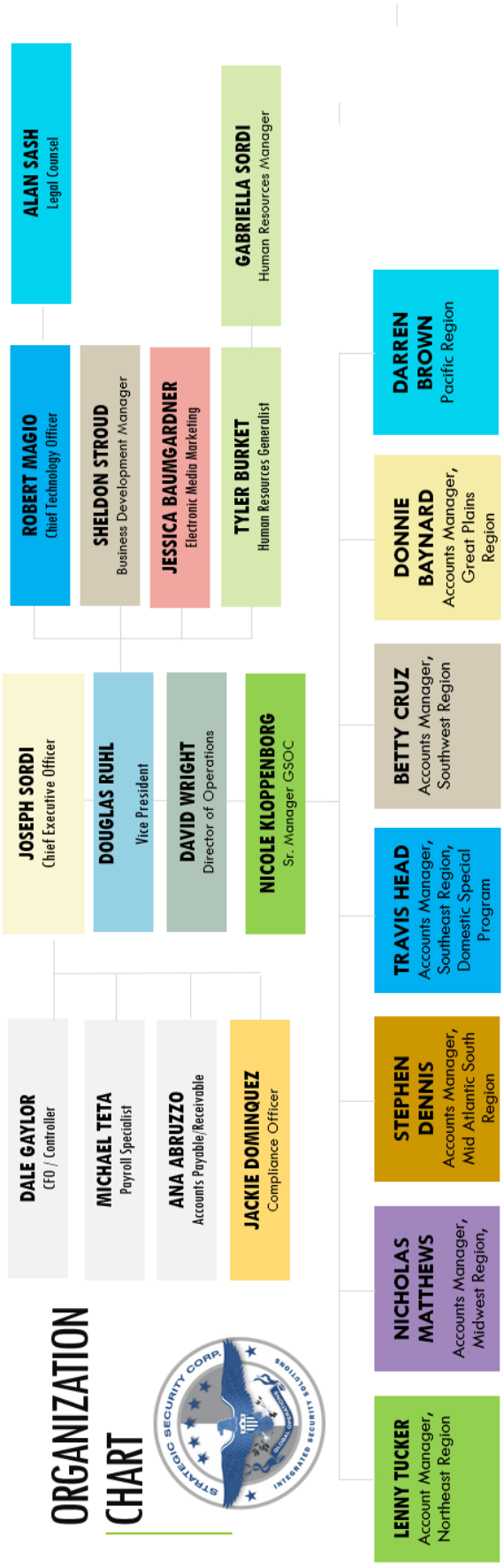
Fast Facts

Founded	2002
Experience	Over 500+ Years of Law Enforcement, Military and Private Security Management Experience
Regional Offices	7
Branch Offices	56
Employees	3500
Regions Served	50 States, PR, Canada, Latin America
Headquarters	Smithtown, New York
Annual Revenue	$34 Million
Vision	To become the most passionately referred security solutions provider in the industry.
Philosophy	Providing value driven superior security solutions to our customers.
Strategy	Local Support, Global Reak all driven by an Intelligent Driven Workforce Platform
Motto	Protecting what matters most.
Security Operations Center	GSOC 24/7/365
Certifications	ISO 9001:2015

It is Strategic Security Corp. (SSC)'s ongoing goal to set the industry standard and continually raise the bar so that every employee, service and product surpass that standard for quality. To this end, we have implemented a comprehensive Service Excellent Framework approach to doing business. Measuring and improving client satisfaction is emphasized in every facet of our organization.

Most vendor-client relationships are reactive, where the client recognizes a need and the vendor is contracted to fill that need. With Strategic Security Corp. (SSC), however, that relationship is flexible, proactive and expansive. We not only strive to solve your initial security issues, but also to leverage our diversity to allow us to anticipate and prevent future risk exposures to your business. Pointing out issues is easy; preventing them - working with you proactively - is our mission.

Organizational Chart



Leadership / Corporate Executive Management Team

Joseph Sordi, *Chief Executive Officer,* oversees the daily operations of the company. Joseph brings 25 years of experience in federal, state, city and special leadership positions and 18 years in commercial / contract development and management which resulted in Strategic Security's growth.

Prior to serving in his current role, Joseph was vice president of operations, general manager and program manager where he oversaw 17 federal government contract, designed, implemented and led the largest contingency operation of private sector integrated security solutions firm specializing in Guard Services, Emergency Response, Executive Protection, Integrated Technology, AI and Temporary Life Support Facilities with annual sales of in excess of 26 million operating nationwide and in Mexico.

Joseph is a 20-year veteran of the New York Police Department (NYPD). His public service assignments included the Strategic Response Group whereas he was tasked with supervising and responding to Labor/Civil Unrest, Terrorist Acts and Active Shooter Incidents. He was also part of the Reengineering Management Team, Transit Division, Intelligence Division, Weapons of Mass Destruction Team, Detective Bureau and Organized Crime Control Bureau.

Joseph is a certified project manager and holds a master's degree from John Jay College of Criminal Justice in Protection Management.

Douglas Ruhl, *Vice President*, is responsible for Strategic' business development to include Global Support and Training Operations for Strategic, Doug leads the company's training and mission support lines of business for which he is responsible for all operations and strategy. As a domestic security subject matter expert, Doug also provides operational and financial expertise to business development for use in the design of winning strategies and proposal preparation to secure new federal, local and commercial business.

Prior to his current position, Doug worked for Harrah's Entertainment as the Director of Security and Compliance as well as an international security firm for 8 years, rising quickly through the ranks to become the director of operations. In this role, he was responsible for the administration and program management of all company-held federal government and commercial security programs throughout the United States to include the Unites States Securities and Exchange Commission (SEC), Housing and Urban Development (HUD), and the Department of Homeland Security (DHS).

Doug came to the private sector after a distinguished career in law enforcement for the New York Police Department (NYPD) for 10 years that was cut short due to a on the job service-related disability, beginning with the

He holds a Bachelor of Science in English literature and is distinguished veteran of the United States Navy and New Jersey National Guard.

Dale M. Gaylor, *CPA, Financial Controller*, is responsible for overseeing the financial accounting and reporting operations of the company, as well as the daily accounting functions. she provides senior leadership to the accounting team and assist in establishing and directing the organization's financial goals, objectives, budgets, and financial plans.

Dale brings over 25 years of experience in accounting and finance to the Company. Prior to her current position Dale worked as the controller in the HR, payroll and benefits industry and has over 15 years of

public accounting experience in financial audits, corporate accounting as well as corporate and payroll tax administration and regulatory compliance.

Dale holds a Bachelor of Science in Accounting, from Long Island University's CW Post campus. As a Certified Public Accountant, she maintains memberships in the American Institute of Certified Public Accountants (AICPA) and the New York State Society of Certified Public Accountants (NYSSCA).

David Wright, *Director of Operations*, is responsible for the day-to-day operations of Strategic's Government and Commercial programs as well as providing insight and advise relative to company operations, infrastructure, and growth initiatives.

David has over 15 years of experience in senior leadership roles both in the public and private sectors. Prior to being promoted to Director of Operations, David served as Assistant Director of Operations where he was responsible for overseeing Fortune 500 companies contracts nationwide requiring approximately 26,000 HPW of service and more than 1250 personnel. His responsibilities included oversight of Service Level Agreements and Key Performance Indicators designed to meet contractual expectations. Prior to his role as Assistant Director of Operations, David served as Senior Manager of Strategic's Global Security Operations Center where he developed Overwatch Solutions™ a proprietary patented pending technology to provide a holistic security solution that combines command and control with state of the art technology that utilizes high tech intelligence gathering systems.

Prior to his role at Strategic Security, David held the rank of Police Officer with the Red Hook Police Department.

David is a certified project manager and holds a Master's Degree from John Jay College of Criminal Justice in Protection Management.

Nicole Kloppenborg, *Senior Manager, Global Security Operations Center*, is responsible for providing operational continuity and management, emergency response, information management, documentation, training and exercising, strategic consulting services for the coordination, policy-making and integration of business practices and processes in the Strategic Global Security Operations Center (GSOC) that is operated 24 hours, 7 days a week. Through Nicole's ingenuity, she drives the further innovation and enhancement of Strategic Security's Overwatch Solutions™ a proprietary patented pending technology to provide a holistic security solution that combines command and control with state of the art technology that utilizes high tech intelligence gathering systems, communications networks and augmented analytics to provide driving transformation in Strategic's analytics, BI, social media and threat matrix machine learning and intelligence driven workforce systems to provide customers with one centralized decision-making tool on potential threats and communicates the related risks to key stakeholders in real time. Her highly diversified executive leadership and management experience in law enforcement and the private sector in emergency operations, cross-echelon integration, training, force integration and artificial intelligence delivers a converged operations/intelligence rhythm through real-time data sharing and collaboration across organizational divides right down to our officers on the ground protecting client assets.

Nicole holds a Master's Degree in Emergency Management from John Jay College of Criminal Justice, a Bachelor's Degree in Homeland Security with a concentration in Cyber Security from St John's University and is a member of the St. John's University's Homeland Security Association.

John Alder, *Chief of Domestic Programs*, is responsible for the day-to-day operations of Strategic' domestic programs to include contract operations, strategic planning, customer relations, transitions and emergency responses. As a domestic security subject matter expert, John also provides operational and financial expertise to a team of project and account managers.

For 14 years, John has been a program manager for numerous federal contracts in Florida, Texas, North Carolina, West Virginia, Georgia, Alabama, New Jersey and New York totaling over 2.5 million manhours. He also headed numerous protection details including the 55th Presidential Inauguration detail.

Prior to joining Strategic, John was the operational section chief of Special Activates Services which was designed to select, train, equip, and mentor security operators to conduct global combat and peace keeping operations in any environment. John also oversaw a Federal Firearms Licensed company engage in a business pertaining to the manufacture or importation of firearms and ammunition.

John is a certified Project Management Professional (PMP). He began his career in the Navy and then transitioned into law enforcement, serving in a large Florida Sheriff's Office and then transitioning to a City Police Department. While at the Police Department he served on their SWAT Team covering High Risk Warrant serves and narcotics.

Company Experience

Our experience as an integrated security solutions provider securing our nations critical infrastructure and commercial clients, many of whom are Fortune 100 Companies for over the past 21 years remains unrivaled. We understand the underlying processes which enables you to operate seamlessly in a highly dynamic environment. Strategic Security's team possesses the institutional knowledge of access control, security officer screening, identification of proper credentials, patrols, explosive and prohibited items detection and behavior and threat identification which makes us the ideal candidate to service your locations. Our strength lies in our ability to provide a security service which mimics an in-house security program. As a testament to our ability to integrate with your corporate culture we will completely immerse our screening best practices with that of your organization through:

- Aligning security coverage with employee, visitor, vendor arrival and departures
- Advance scheduling vehicle maintenance to minimize gaps in coverage
- Cross training our resource pool to support staffing needs
- Ensuring key checklists are complied with such as the vehicle inspection if applicable, customs light check, electric gate, pedestrian gate and overnight light check reports.

As the leading security company in North America, Strategic Security provides unparalleled service, systems, and solutions to serve, secure and care for the people and businesses of our communities. The blending of highly skilled people and leading technology creates unlimited potential for customized solutions designed to help you meet your goals. Strategic Security is a true partner who is **there for you** each and every day.



Exterior Mobile Security Officer Patrols
Patrol entire facility to detect, detect and identify theft or any suspicious behavior, threats, security breaches, unauthorized vehicles or unattended baggage, cargos or vehicles.



Traffic Management Security Officer
Maintain arrival, departure, no standing, no parking, fire lanes are kept clear and unobstructed to ensure the hassle-free movement of transportation.



Security Officers
Conduct access control to restricted sterile areas, parking lots, runways, cargo terminals



Skin Monitor Temperature Screening Officer
Lead Officer that utilizes a kiosk or handheld thermometer to measure skin temperature to determine if skin temperature is 100.4 F or .38 C or higher. If elevated send to secondary screening and after retesting if still elevated deny entry



Security Officer Identification Check
Perform physical and visual identify verification of individual and Government issued identification



Behavior Awareness Detection Officers
Trained to detect suspicious behavior in individuals approaching a security checkpoint or watching security operations intensively. If a pattern of behavior is observed a supervisor is contacted for additional screening and / or law enforcement is alerted.



Social Distancing Officers
Remind all individuals in a polite and courteous manner to maintain 6 feet of separation and wear masks.



Walk Through Metal Detector
If security officer is alerted to an area identified by the metal detector then the individual undergoes secondary pat down search.



Manual Searches or Explosive Trace Detection (ETD) Screening
Manuel or ETD searches of accessible property occur if the individual is identified or randomly selected for additional screening or if the screener identified a potential prohibited item on X-ray.



Pat-Down
Conducted if individual does not go through the walk-through metal detector, ops out of imagery detecting, is randomly selected for additional screening, alarm is triggered by walk through metal detector or has a physical or medical condition.



Supervisory Security Officer
Oversees security screening operations to ensure proper protocols are followed, KPIs are met and conflicts resolved.



Security Operations Center (SOC)
Security Officers perform CCTV video surveillance and analysis of individuals to detect suspicious behavior, alarm identification, inspect secure sterile areas, perform access control, measure pedestrian follow



Explosive Detection K-9 Teams
Provide a strong visible and psychological deterrent against criminal and terrorist threats. The EDD teams, each comprised of a dog and handler, conduct searches for a variety of explosive materials near building exteriors, secluded areas, security checkpoints, vehicles, packages, and pedestrians in and around assigned facilities.



Results
Strategic Security's officers are ethical and professional in their appearance, possess the skills, training and qualities that best suit their position, a desire to be dependable and engaged in order to perform effectively and respond to emergency situations under proper leadership backed by continuous reinforcement

INDUSTRY EXPERTISE IN SECURITY SOLUTIONS

3500 EMPLOYEES
500+ YEARS POLICE / MILITARY EXPERIENCE
15+ YEARS DHS FEDERAL GOVERNMENT CONTRACTOR
7 REGIONAL OFFICES 59 BRANCH OFFICES



98% REQUIRES CLEARANCES

1% OFFICER TURNOVER

75% CUSTOMER NET PROMOTER SCORE

5% MANAGEMENT TURNOVER

SECURING OUR NATION'S BORDERS & CRITICAL INFRASTRUCTURE



INDUSTRY AFFILIATIONS

ISO ASIS AAPE

PROPRIETARY TECH & TRAINING

STRATEGIC ADVANTAGE

ENGAGED MANAGERS

What Makes Us Different

Delivering value driven superior security solutions to our customers.

Strategic Security Corp.	Competitors
• Privately owned, U.S. company, nationally certified Better Business Bureau A+ Rating	• Canadian, Swedish, French and British investment companies with no WBE or MBE designation
• Core business is manned guarding and patrol services	• Focused on "emerging markets" where there's lower capital and labor costs.
• Flat, nimble, highly responsive organization at all levels	• You will NEVER see Upper-Level management after a contract is signed. Decisions require layers of bureaucratic approvals.
• Senior level executive oversight throughout contract lifecycle – your business matters, you matter to us.	• You will NEVER interact with a principle or executive level management because you are a client number not a name.
• We care and drive creative cost-effective solutions through innovation and R&D to increase efficiencies and reduce risk that we share with our customers	• If it doesn't generate profit, it is not done.
• No negative mainstream news media or legal scandals	• Numerous negative mainstream news media and legal scandals
• Committed to Employee Engagement and hiring the best people for the position. Numerous employee testimonials.	• Their level of care is exhibited in management oversight, high turnover and adverse media attention.
• From 2019 to 2021 Strategic has 9% turnover in management positions and in 2022 only 7% for Unarmed Basic Security Officer. In 2020 due to COVID and closing of a large Federal Government contract our overall turnover rose to 34% which was quickly decreased in 2021 with an overall turnover of 21% further reduced in 2022 to 16%	• The annual turnover rate for a private security firm according to ASIS is over 75%
• Your "One Stop" provider for all your security needs (Armed or Unarmed, EP, Investigations, Connectivity, K-9, Emergency Response, Temporary Life Support Facilities)	• Most frown upon armed guarding, none provide rapid emergency response, nor provide K-9, investigations or temporary life support facilities

- ✓ We have constantly been one of the 3 shortlisted suppliers along with two of the larger suppliers on all major corporation and government bids with a 75%-win ratio over the larger suppliers for procurements sourced.
- ✓ Client contract transition surveys: 4.7 out of 5-stars rating that's a staggering 94%.
- ✓ Our quarterly Client's feedback surveys in the following areas way above industry standards.

  Employee retention is at 97%.

  Guards' professionalism is at 90%

  Post, shift coverage is at 99%

  Account management and responsiveness is at 100%

  Our *overall customer net promoter score* is 98%

Net Promoter or Net Promoter Score is the percentage of customers rating their likelihood to recommend a company, a product, or a service to a friend or colleague as 9 or 10 minus the percentage rating this at 6 or below on a scale from 0 to 10.



Company Logo							
Client Name	County of Mecklenburg	MSC Industrial Supply Co.	McDonald's	Thorntons	AutoZone	United Global Healthcare	FEMA
# of Survey Responses	100	8	8	11	10	5	10
Average Score Out of 10	9.5	9.5	8.5	9	8.0	8.0	9.75

Online Job Board Reviews

A job board is a website used by employers to advertise their job vacancies to job seekers. Job seekers can post reviews of the companies they interact with.

As much as customer service matters, we focus on our employees first, whom in tern put our customers first. Employees that work at Strategic Security are proud of the company and brand, they are well looked

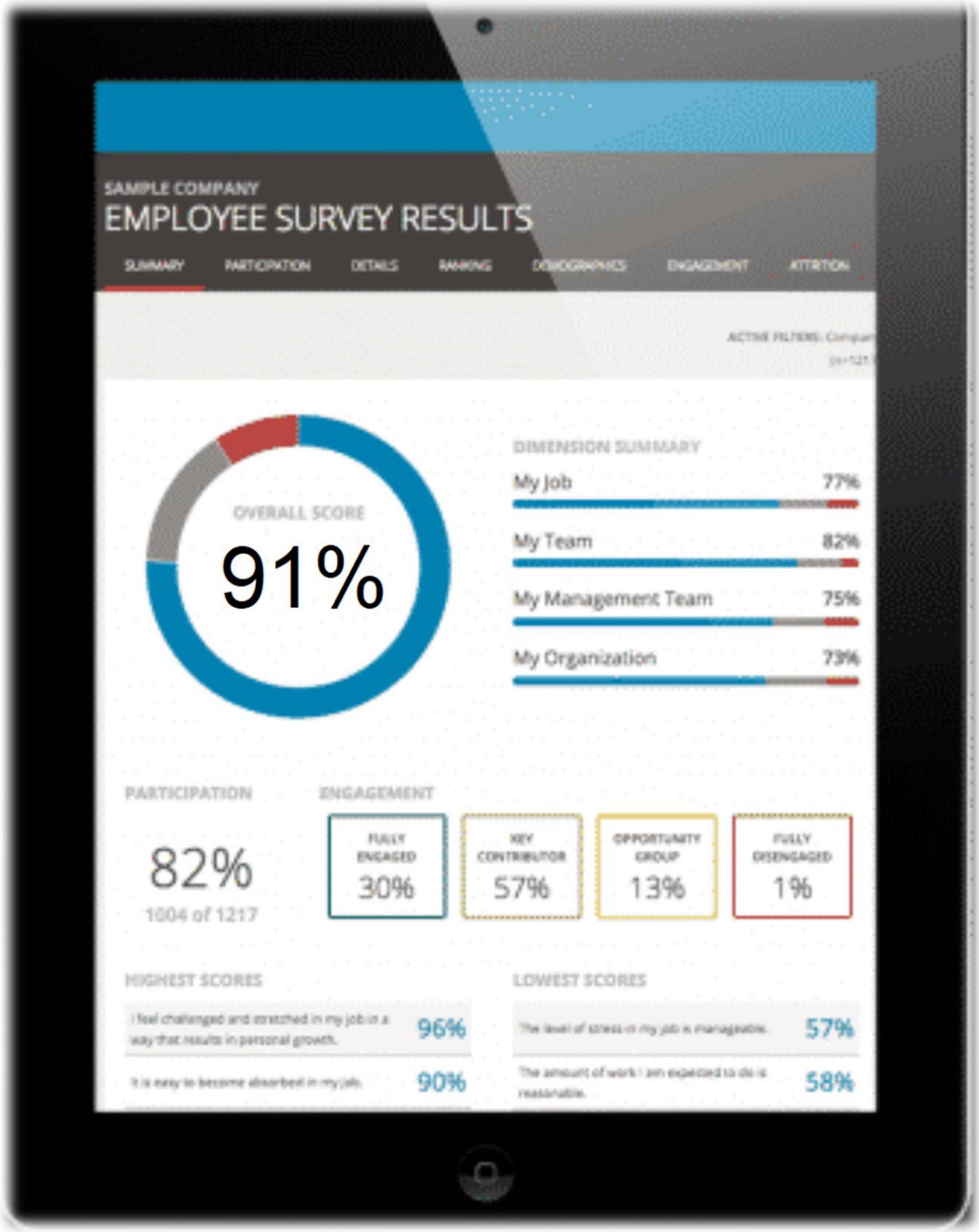
after, treated fairly, and given the tools and level of support they need to do the job. This results in an employee that is motivated, smiling and feels appreciated which is turn results in better customer service experience for our customers and their brand when people are coming into their locations. Our employees are the most engaged workforce in the industry and the discretionary effort they put forth is noticed by our clients and their customers.

We don't need to beat up on the larger suppliers, their employee and poor customer testimonial do it *for us*.

Below are Glass Door Job Board Reviews of our competitors.



By focusing on our employees first, whom in tern put our customers first, Strategic Security employee survey results are a testament to how proud of the company and brand they are, how they feel that they are looked after, treated fairly, and given the tools and level of support they need to do the job.


SAMPLE COMPANY
EMPLOYEE SURVEY RESULTS
SUMMARY
PARTICIPATION
DETAILS
ENGAGEMENT
ATTRITION
OVERALL SCORE
91%
DIMENSION SUMMARY
My Job
77%
My Team
82%
My Management Team
75%
My Organization
73%
PARTICIPATION
82%
1004 of 1217
ENGAGEMENT
FULLY ENGAGED
30%
KEY CONTRIBUTOR
57%
OPPORTUNITY GROUP
13%
FULLY DISENGAGED
1%
HIGHEST SCORES
I feel challenged and stretched in my job in a way that results in personal growth.
96%
It is easy to become absorbed in my job.
90%
LOWEST SCORES
57%
58%

Company Code of Business Ethics and Conduct

The success of any business depends in part on the honesty and integrity of its employees. Compliance with SSC Code of Business Ethics and Conduct Policy is mandatory. SSC is committed to preventing and detecting criminal and/or unethical conduct within our organization. The goal is to comply with applicable laws and to promote and maintain our reputation for integrity and honesty. SSC's expectations and policies closely align with client's Code of Conduct for Service Providers. You can be certain that all of these standards will be enforced for strict adherence. A copy of SSC Code of Business Ethics and Conduct policy is available upon request.

Included in our Code of Ethics is a strict non-disclosure agreement. This agreement is to protect you the client and any and all sensitive information that Strategic Security Corp. staff may be privy to.

Company Corporate Culture and Partnering Fit

Strategic Security's culture goes hand in hand with our business strategy. It starts and ends with the client. The way our culture supports our business strategy is strikingly similar to yours. We strive to recruit and maintain the best possible people for our partners so that we can provide excellent security and both internal and external customer service. This selection process begins with our Executive level and continues to line level employees. Our Executive level team is flat and nimble with regards to change so that corporate red tape is removed, and our partners do not have to wait for an answer.

Our culture is formed through providing our associates with standards and goals. To understand our culture and their respective job duties we stress training, constantly check for understanding and issue measurable objectives. Our Supervisors and managers are trained to look for intrinsic motivators to help propel their direct reports to strive for the next level of performance. We derive our culture from our clients, after all you are who we are serving.

As an organization we understand and share the concerns for safety and security that our clients have. We address these concerns by doing more than other companies. Strategic Security Corp. offers a diverse, experienced, and nimble management team that provides a full spectrum of services with a single face to the client. We become a security partner that is committed to enhancing the safety and security of your organization so you can focus on core business objectives.

It is Strategic Security Corp. (SSC)'s ongoing goal to set the industry standard and continually raise the bar so that every employee, service and product surpass that standard for quality. To this end, we have implemented a comprehensive Service Excellent Framework approach to doing business. Measuring and improving client satisfaction is emphasized in every facet of our organization.

Most vendor-client relationships are reactive, where the client recognizes a need and the vendor is contracted to fill that need. With Strategic Security Corp. (SSC), however, that relationship is flexible, proactive, and expansive.

How Does Strategic Security Implement Cultural Change?

Strategic Security Corp. has a proven plan to implement a corporate culture change for our clients. While the plan and implementation may be ours, the culture is defined by the client. It starts with knowing what the culture our clients desire.

1. **Define a set of desired values and behaviors.** Strategic Security incorporates these desires into our on boarding process. These values and behaviors are then worked into ongoing training and even the pre-hire process.
2. **Align culture with strategy and processes.** Strategic Security will take your culture and align it with our HR process. Ensuring that only candidates who fit into the desired culture will be selected.
3. **Connect culture and accountability**. Strategic Security will make sure that all employees are well versed in the desired values and behaviors that you expects. Supervision and management will play a key role in getting employee buy in for any corporate cultural change and will drive any directives issued by your organization.
4. **Have visible proponents.** For culture change to stick, it must be a priority for all involved. It must be demonstrated and embraced by all upper management.
5. **Define the non-negotiables.** What aspects to the change in culture are a priority and need to be implemented immediately, what aspects can be implemented in a more phased in approach?
6. **Measure it.** By implementing employee surveys, talent analyses that identify gaps between desired and actual behavior, and assessments of ethics hotline usage.

Strategic Security Implements solutions in a variety of ways depending on the severity of the action item in which the solution is being implemented to address. When implementing a cultural change where we are looking to change existing behaviors to fall more closely in line with a new culture desired behavior is a staged process.

1. **Educate:** Starting at the executive level of Strategic Security we will educate ourselves on our client's culture. Our executive designee will train client specific managers and supervisors on the expectations and benefits of the new culture. Managers and Supervisors will in turn train, and most importantly get buy-in from, the staff.
2. **Check for Understanding:** During this period additional monitoring and supplemental coaching will take place on site. Management observation of staff will increase to ensure that the new cultural guidelines are being followed.
3. **Accountability:** Once we have educated all employees working at your organization regarding the desired culture and have established their understanding Supervisors and Managers will then begin holding them accountable for exhibiting the desired behaviors. This will be documented and may fall under our progressive discipline program depending on the behavior.

Strategic Security can transition services in less than 30 days; however, depending on the size and complexity of transition, a 90-day transition period may be prudent. If we are tasked to additionally change the culture of existing security staff who we retain, if awarded the contract, it can take up to 90 days for full compliance.

How Strategic Security increases focus on Customer internal business partners?

Strategic Security Corp. will provide proactively professional advice, guidance and services MetLife based on your current and future business situation, problems and objectives. Strategic Security will help to provide real value to your Customer internal business partners.

Strategic Security is focused on all aspects of customer service. Strategic Security selects and trains our staff for a business environment. In addition to the requirements set forth by your organization we ensure that all our staff are both professional and engaging. We understand that often times Security personal are the first impression of your business, and perception is reality. So we look to provide the most professional officers for our clients.

What change management challenges does Strategic Security foresee? How will Strategic Security overcome them?

Strategic Security Corp. has transitioned numerous large-scale projects with very few major challenges, however; we are prepared for any challenge that may present itself.

1. Work stoppage by existing contractor: Upon award Strategic Security Corp. begins to hire and train a reserve guard force in all of your organization's geographic areas.
2. New Technology: Incumbent guard force may need additional training on Strategic Security's report writing software, timekeeping programs or guard tour tracking system. This is mitigated by Strategic Security's mobile training team that is present on site during all transitions.
3. On Boarding of existing security staff: With your approval Strategic Security Corp. will issue a detailed letter with precise instructions on how to apply, the requirements for the position and any additional documents that must be uploaded. Strategic Security Corp. also deploys additional HR generalists to client sites during the onboarding process.

Results Oriented Performance Culture

Regular assessment of organizational and individual performance and the continuous measurement of outcomes are necessary for Strategic Security to adapt processes to conform to evolving threats and the changing needs of its stakeholders. To create an organization that is results-oriented and performs to its maximum capabilities, Strategic Security will develop a performance culture by:

- Developing a performance management process in concert with Government requirements to strengthen business functions, enhance administrative support, promote efficiency and effectiveness, and report on organizational outcomes.
- Implementing a robust employee performance appraisal system that links results to organizational goals and clearly differentiates between levels of performance; the system will be structured to recognize and reward performance and hold individuals and their supervisors accountable for achieving outcome- focused results that contribute to the mission;
- Utilizing performance measures to gauge and evaluate success toward meeting Strategic Security Human Capital activities, which map to Strategic Security Human Capital goals, strategies, objectives, and initiatives; and
- Continuing to conduct regular inspections and program reviews to ensure accountability for outcomes that will inform and improve planning, programming, budgeting, and execution.

Strategic Security is committed to sustaining a productive and diverse workforce. The performance management system will not only be instrumental in achieving the goals of the organization by recognizing and valuing individual performance but will serve as a vehicle to encourage employees at all levels to proactively contribute to mission success. Further, the institutionalization of a results-oriented culture will be the basis for workforce management decisions and employee perceptions of Strategic Security as an employer of choice. The performance management system will not only be used to support staffing decisions, but to inform developmental planning efforts at the individual employee level for mission critical occupational training.

Company Overall Business Strategy

Security companies with a traditional strategy like G4S, now Allied, Securitas and Garda World become the premier brand in the industry and they deserve to have become the premier brands but premier brands fade and their value is mostly in their footprint, not quality of service and lessens to a future generations of buyers on what they do and what they do not, whether it be responsiveness, access to senior level

management, emergency response or the hassle free ability to adapt to the ever changing needs of a client in today's times. But we're not interested in becoming a premier brand just yet so we change with the times security solution providers like SSC whom are also business operators are always on the cutting edge shifting to AI machine learning and impacting analysis not just for profit but for the profitability of mankind.

We at Strategic Security never wanted to be the biggest, just the best!

In talking with prospects and customers we have identified several main beliefs that keep our prospects stuck from experiencing excellence in customer services from Strategic Security:

- That they are going to receive greater customer service from a larger supplier
- That a larger supplier can service all their needs.
- That large Suppliers can and will make changes as needed.
- That large suppliers can provide additional service at a moment's notice
- That no one can compete with the price points of a larger supplier
- That transitions are difficult and uncomfortable. Most companies must be really frustrated to move from an incumbent.

Stop staying up at night and worrying about a security breech from lack of guard attentiveness, poor customer service by a supplier that is not focused on your account, that you are just a number on a P&L sheet to or that doesn't *possess* the ability to quickly scale up security according to the appropriate threat level or need. Protect what matters your job security and how you support your family.

A larger supplier is not always better. The larger suppliers or monuments of the industry have inherent challenges in providing expertise across the myriad of specialization disciplines that clients are finding they need. In addition, they faulter at the ability to quickly scale up for instance going from unarmed guard to armed guard to an executive protection officer or providing emergency response services in as little as 4- 24 hours. As new threats are constantly emerging the ability of your supplier to pivot on a dime is vital. Strategic Security has a proven track record scaling up quickly and pivoting on a dime and providing these services at competitive price points.

Strategic Security's overall business strategy starts with the client and ends with the client as our continuous
improvement programs always have us listening, learning, and innovating for our partners. Led by career law
enforcement professionals and business executives, the cultivating of transparent and trustworthy relationships has been a cornerstone since our inception in 2002. It is through these relationships that we have experienced significant repeat business, growing as our clients have grown.

This mindset extends beyond our interactions with our client base and permeates throughout the organization: recruiting best-in-class personnel, robust training initiatives, and employee recognition allows SSC to field and retain the highest performing security personnel.

Our mission is to promise our customers that we would remain consistently committed to searching out and developing new and innovative technologies that would enable us to provide our customers with the highest quality products available in the market to serve, secure, and care for the people and businesses.

Tying together all this human intelligence from both our clients and our internal staff is the adoption and deployment of cutting-edge technology:

- Our Dual 24-hour Global Security Operations Centers provides for a physical, centralized headquarters for monitoring, detecting, and responding to security issues and incidents to support SSC field operations.
- Our Service Ticket System allows for 24/7 reporting by all stakeholders, creating actionable requests that will be staffed and addressed, creating a documented workflow.
- Geofencing, a mobile device is carried by all security guards. This application passively monitors the location of guards in the background, whilst also allowing guards to scan QR Codes at predefined checkpoints.
- Our workforce management portal provides live, continuous visibility of officer location, customer assets, people, and activity.

In addition to our mission, we have reinforced our company objectives, principles, and values:

Objectives

- Deliver sustainable, profitable growth
- Leverage strong market position to meet the demands for global security

Company Principles

- ***United as a team.*** We put our employees first to serve our clients best. We discuss ideas and solutions openly and vigorously but execute as one.
- ***Nimble, fast and responsive.*** We aim for clear accountability and empowered decision making. Being action oriented is our goal, along with being in the field, not in the office.
- ***Client focused.*** We evaluate decisions and actions relevant to client impact and present an integrated solution to the client.
- ***Obsessively focused on results.*** We strive for clear metrics: client retention, new business growth, EBITDA (earnings before interest, tax, depreciation, and amortization), non-billed overtime. We reward achievements and make the right trade-offs across short and long-term objectives.
- ***Efficient and effective.*** We offer outstanding support and minimal bureaucracy and build smart processes.

Values

- Deliver a single pane of glass for operations view across the business
- Provide greater visibility and management of capacity and assets
- Automate processes to deliver cost saving

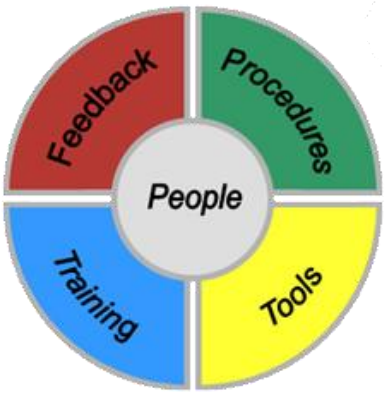
Always striving for continuous improvement, SSC takes all of the inputs from our clients, our staff, and our technology and plugs them into our Total Quality Management process of a "Plan Do Check Act (PDCA)" cycle. Proven adept for solving problems and improving processes, essential elements of the PDCA are:

1. **Plan.** Determine goals to be achieved and methods to reach them
2. **Do.** Implement the methods.
3. **Check.** Examine the results: was the goal achieved? Was the improvement hypothesis validated?
4. **Act.** If the goals were achieved, adopt the new methods permanently. If not, determine the cause of failure and return to Plan. Continue this cycle until no more improvement or process is required.

Concept	SSC Manifestation
Service Commitment	• Our organizational approach for assuring client satisfaction • "Are we meeting expectations and creating value?"
Service Level Management	• Our account management approach for using tools and measures to assess and report the level of service we deliver to each client • "Are we delivering consistent service across the client locations we serve?"
Performance Management	• Our operational approach to addressing service level and cost • "Are we gathering the data at the local level that allows us to determine the service behaviors and methods that yield the best results for the security services team?"

Business Philosophy Service Excellence Framework

SSC delivers a customized service solution to achieve your performance goals. We accomplish this through our Service Excellence program, a five-category framework that integrates service delivery, management and measurement:



Components within each of these five categories guide our service teams, measure and report performance and ensure that we meet the unique requirements of our clients.

The following table lists the major SSC components of each category.

Category	Major Components
People	• Hiring Management System (HMS) • Benefits, Incentives & Recognition Programs • Psychological profile (IPAT) for armed positions
Procedures	• Client Service Plan • Transition Plan • Post Order Requirements Survey • Periodic Hazard Assessment
Tools	• A technology-based tour tracking system (several options available) • Post Orders Template • Real-time incident reporting and • Win-team, computerized scheduling, payroll, invoicing & financial records tool • National Communications Center (if needed)

Training	• Five Star Officer Training Program • Supervisor Training • SSC Firearms (when appropriate)/Use of Force Training • State license required training • First Aid/CPR & AED • Customer Service Excellence Training
Feedback	• Performance Management Plan (PMP) • Service Enhancement Plan • Quarterly Business Reviews (QBRs)

SSC tools have a real time computerized scheduling, payroll, invoicing and financial records system. SSC will also have all employees sign in via a GPS tracking time and attendance system as well as a logbook upon arriving at and departing from your locations. SSC acknowledges that a Client Authorized Representative will verify the arrival and departure times and countersign the entries.

Most client relationships succeed or fail based on the local management team's supervision and the ability to satisfy customer requirements. SSC recognizes that qualified and experienced personnel who are dedicated to your goals and objectives are a major factor in providing responsive and professional services. We intend to maximize the use of the Site Manager/Trainer and local supervisors who are most knowledgeable of the work force, the mission and the client's operating philosophy.

Regional Manager/Trainer are empowered, to the maximum extent possible under the contract, to ensure prompt and decisive action on daily operational issues. This will facilitate quicker decisions, better response and instill confidence and respect among your employees. Additionally, He/She will serve as a mentor for Shift Supervisor and Security Officers and they will oversee contract compliance by periodically assessing performance against the contract requirements and directives. As your requirements change, the shift supervisor will be empowered to promptly adapt and implement the necessary changes; and when required, he can call upon a seasoned and experienced executive field support system for assistance. This management approach expedites services, builds confidence within the organization and fosters cohesion and teamwork.

Operationally, the most important contributor to the Site Level Management & Supervision plan is the Regional Manager. As it pertains to communication, the Site Managers will initiate the upward notification process for site specific items and will disseminate incoming guidance provided for the community while documenting both transactions for record keeping purposes. They will be involved in the recruiting and hiring process by reiterating the employee referral program and having an active involvement in the interview process to ensure any personnel assigned to you will be a good fit. The Site Manager also will be critical in training, recognizing, and holding SSC security personnel accountable for their performance. Accurate invoicing begins with the Site Manager/Trainer schedule creation, timekeeping submission, and payroll review.

Information Technology Policy

Strategic Security has implemented plans designed to mitigate any IT or control weaknesses. Controls like New Hire/Termination paperwork, Security group access to Sharepoint, Citrix Share file, Company issued devices, active directory, Office 365 Two Factor Authentication, sign on risk policy, non-generic and non-shared non-expiry passwords. Strategic Security uses Ring Central for virtual meeting. use Ring Central Video for meetings which we password protect our meetings, allow only the host to control the screen, lock the meeting once everyone's arrived, don't share meeting links on social media, review and familiarize ourselves with other security settings (screen sharing, use of waiting rooms, etc..)

Upon contract execution SSC will provide its detailed IT Policy.

Company Non-Discrimination and EEO Policy

Strategic Security does not tolerate and prohibits discrimination or harassment of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as “protected characteristics”). The Company also prohibits retaliation as defined below.

The Company is committed to a workplace free of discrimination, harassment, and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful.

Upon contract execution SSC will provide its detailed Non-Discrimination and EEO Policy.

Corporate / Executive Team and Proposed Relationship with You The Client

Strategic Security Services

Strategic Security believes in partnering with our clients and because of that, we will be immersed in your culture and as dedicated to your security program as you are. When you partner with Strategic Security, value to your organization will be made visible through accountability, transparency, measurement, responsiveness and engaged management and staff. Strategic’s general approach to security is to: *Operate, Evaluate, Innovate.*

Strategic Security is recognized by our clients as the industry leader, specializing in force protection and access control to commercial clients, municipal, state and federal government facilities and agencies, including:

RETAIL | FAST FOOD | BANKING | GOVERNMENT | MANUFACTURING

INDUSTRIAL | HOSPITALITY | TRANSPORTATION | UTILITIES | SPORTS & EVENTS

EDUCATIONAL INSTITUTIONS | COMMERCIAL REAL ESTATE | FINANCIAL INSTITUTIONS | RESIDENTIAL COMMUNITIES (HOA) | SHOPPING MALLS & CENTERS

Memberships

- International Association of Chiefs of Police (IACP)
- National Sheriff's Association (NSA)
- National Institute of Government Procurement (NIGP).
- The Company is active with the **US Department of Homeland Security/Homeland Security Advisory Council** (HSAC), as well as the Overseas Advisory Security Council (OASC).

Guard Force Protection Services Division provides more than…

- SSC provides more than **800,000** man-hours of armed and unarmed security services to municipal, state and Federal government facilities nationwide annually
- **2,500** specially-trained Government Services contract officers
- More than **100** municipal, state and Federal customers
- Nearly **1,000** government facilities; up to **5000 plus** locations under a single commercial contract.
- Dedicated Subject Matter Experts and Account Managers

National Support | Local Support



The Company's corporate management team is made up of industry executives who understand your business needs and have in place the programs and training to ensure clients receive best-in-class services, the ***National Support*** of our ***Local Response***. Centralized functions are housed at Headquarters in Smithtown, NY as well as our Global Security Operations Center (GSOC).

- Accounting Shared Services
- Research & Development
- Finance and Accounting
- Human Capital Management
- IT
- Legal Affairs and Compliance
- Project Management
- Quality Assurance Team
- Purchasing
- Talent Acquisition Team
- Training
- Marketing & Sales Services
- Project Management

Executive Oversight

The primary roles of Strategic Security's corporate management team may include, and is not necessarily limited to supporting the local program management team to ensure they do the following:

- Recruit qualified, trained screeners to provide security screening functions in accordance with Cabot standardized security policies and procedures and with client direction
- Achieve a high performing screening and administrative workforce
- Ensure that the best possible people with the skills required are efficiently scheduled and, on the job,
- Respond effectively to client direction
- Respond immediately to changes in the client security posture—e.g., elevation to Threat Level Orange
- Create and implement effective and innovative workforce management practices that retain and develop the workforce
- Manage administrative functions necessary for the effective support of the screener workforce
- Identify possible innovations in recruiting, assessing, and training while meeting national standards. Propose innovations as appropriate in security procedures
- Provide effective cost management
- Take direction from client to ensure a seamless security experience.

Strategic Human Capital Implementation (SHCI)

Implementing the SHCP is a key step in Strategic Security 's progress to building a highly effective, performance-based organization. Strategic Security will utilize a standard method (below) to systematically plan, implement, and evaluate human capital requirements by defining the suppliers (individuals who will provide inputs into human capital planning and execution), the inputs (artifacts and resources needed to execute human capital processes and deliver the outputs), the processes (defined sequence of activities to map, measure, and improve human capital planning and execution), the outputs (human capital products, services, and/or information valuable to customers), and the customers (those whom the human capital processes will affect and benefit).

At Strategic Security, talent management efforts are directly aligned with long-term strategic goals, and executives are viewed as the company's corporate talent scouts. Part of every executive's job is to identify high-performing employees and help them build their skills and experiences so they can move up the corporate ranks. Leaders are held accountable for the development of their people even if it means moving

them to another division. Strategic relies on a 70-20-10 model of talent development with 70 percent of the development coming from experience, 20 percent from coaching and 10 percent from classroom or other training. Leaders are expected to look for opportunities for employees to gain experience and to provide them with the necessary support and coaching to be successful. To ensure this support occurs, executives are celebrated when one of their people succeeds, and part of their compensation and promotion is tied to how effectively they support talent management on their teams. Having a culture where people want to help others succeed can't be understated.

Succession Plan

Strategic's succession plan is based on four concepts: continuity of operations, job shadowing, documentation, and comprehensive mentoring. Continuity of operations has two parts, formal training and the passing of unwritten department history, policies and cultures. Job shadowing would have the perspective key personnel shadow a position for a period of time prior to actually being promoted. Documentation would be the developed manuals that are specific for a given position and finally comprehensive training provided by both Strategic and the client. This is done by the next position in the rank structure that allows for the junior officer to take command of both field and supervisory situations to gain the experience.

Strategic's succession strategy follows a 5-step process:

1. Replace planning: What positions will need to be filled and when? This is a daily review.
2. Human Resources Audit: Who is available to fill the positions? This is performed on a weekly basis.
3. High Potential Employee Identification: Who are the best candidates? Monthly analysis of KPIs and performance evaluations.
4. Employee Input: Completion of an individual learning plan. This is ongoing and open to all staff for career advancement.
5. Development: Get the candidates qualified. During monthly meetings a individual staff review at all sites is conducted to identify candidates that are eligible to be placed on Strategic's pathway to success.

The 7 critical dimensions necessary for Program Management Team development:

1. Leadership
2. Problem solving / decision making
3. Fiscal management
4. Professional demeanor
5. Interpersonal skills
6. Organizational skills
7. Oral and written communication

Local and National Service Delivery Model (PCDA)



Strategic Security serves a critical role as a partner in your operations and busines continuity where our services are employed. Your locations will incur zero risk of service disruption due to a transition. Strategic has assembled the right process and security team to maximize our value to your organization. We will utilize our audit program to identify any blind spots ad will continuously improve our current practices to meet the evolving threat landscape and your needs.

Strategic Security implements a four-step process of (Plan, Do, Check, Act), to understand and meet your needs while delivering continuous implement. We will meet with you regularly to perform a review process, discuss emerging threats and provide return on your investment (ROI).

PDCA, illustrated above begins with the base lining of quality control goals and creation of "stretch" goals. "Stretch" goals provide benchmarks for achieving continuous improvement in service delivery. Stretch goals represent the proactive clement of our management approach by providing definitive targets that exceed customer expectations.

1. During the **"Plan"** phase of the cycle, the goals and objectives are communicated to the officers, supervisors, account managers through procedures and training.

2. The **"Do"** phase involves all activities associated with performing work in accordance with established Standard Operating Procedures and post orders. Our post orders will be aligned with your polices, protocols and procedures and Standard Operating Procedures communicate continuous improvement through checklists and instruction. Checklists provide another means for employees to implement continuous improvement techniques. The customer is a key contributor to continuous improvement. During the "Do" phase, we solicit their interaction and assessment of our performance. We seek input that can lead to improved delivery of services. We encourage officers, supervisors and account managers to note opportunities for continuous improvement observed during work performance.

3. Our data management systems provide the capability to compile performance metrics into a single reporting structure. This supports the **"Check"** process and provides the Account Manager and client point of contact for contract with visibility of over-all Task Order performance. It is at this point, that we can evaluate performance to goals and assess continuous improvement progress.

4. After performance data is compiled and evaluated, we adjust our goals, processes and tools during the **"Act"** phase. The information from the "Act" phase is looped back into the "Plan" phase.

Account Management Model

A Strategic Security account manager will make a critical difference in the success of the Department's security program. Its needs, culture and organizational goals set the tone for the account manager's priorities. This individual manages day-to-day security operations and ensures that your security vision is Strategic Security's security vision.

Beyond managing administrative tasks like scheduling and reporting, we know the importance of ensuring the highest levels of on-site supervision, a focal point for all operational issues and delivery of day-to- day security and services. On-site security leaders are empowered decision makers, **available at all times for quick response to emergency situations and escalated security issues**. Account managers have the experience to provide solid leadership to the Strategic security management team at your locations, able to make sound judgement calls and implement change if necessary, with the authority to engage regional or corporate functional support as needed and a client focused mindset to ensure your interests and high standards of service are always top- priority.

Account Operational Management Approach

Our Client Value Manager provides operational supervision of all screening and integration as well as overseeing the screening, control, training, and scheduling functions. He provides support and oversight to the site supervisors / lead security officers / guards when special circumstances warrant. Our Client Value Manager and designees also conducts QC inspections to ensure proper execution and monitoring of all screening functions. We stagger our manager work hours to cover shift changes and ensure comprehensive oversight, especially during peak periods. Supervisors, Lead Officers are expected to provide strong supervisory control, oversight, and direction for the workforce.

Employee schedules are created and adjusted based on client needs, expected screening throughput capacities, paid time off inputs (call offs, sick leave, annual leave), stakeholder requests and needs, training requirements, SOP requirements, other security activity needs, certification needs, and anticipated wait times. A shift bid process compliant with operational needs weds employees to a longer-term predictable schedule (shift and location). Short notice needs and changes (call offs, training and testing, cancellations and delay starts) are coordinated by the Client Value Manager.

Our management and supervisory team coordinate closely with the client's staff starting in transition and throughout the contract period of performance. We take the partnership component of the security program very seriously and work towards frequent and transparent communications of critical program operations and information. We organize our data and information to be as concise and timely as possible to minimize the impact upon them. Figure below presents a generalized expectation of the interface with our client counterparts necessary to establish and maintain effective contract communications and coordination.

SSC	CLIENT
TO Transition Manager	Client–as needed, Designated Client POC – twice weekly, Technical Monitor – weekly, Program Mgr. – monthly, COR – weekly
TO PM	Client–as needed, Designated Client POC – twice weekly, Technical Monitor– daily, Program Mgr. bi – monthly, CO – monthly, COR – weekly, Designated Client POC Managers – daily
Compliance	Client Training Coordinator – daily
Contract Admin	CO and COR – as needed

Figure. Communication Frequencies

Account Operational Support Narrative

We developed our scheduling and staffing solution using the following three data sources:

- We obtained employee/customer/vendor throughput data from client and evaluated the hourly average staffing requirements based on client standards and the type of screening equipment at client locations.
- SSC conducted an on-site survey of the current operations at the client locations for any checkpoints to identify opportunities for added efficiencies and effectiveness in the current process
- We used subject matter experts to evaluate the current client configuration and compared this with the industry standards for screening operations and staffing in the SSC Best Practices Expedited Screening Guidebook

We incorporated estimates for employee leave, call-offs, and ongoing training requirements to establish optimum scheduling and staffing. We accounted for blended lanes, and pre-check lane flexing in our schedule, with plans to open lanes in a sequential order to respond to surges persons to be screened.

Account Mechanism to Create Shift Flexibility and its Impact on Operations

To mitigate any projected operational impact created by staffing shortfalls, SSC uses an 'on-call' roster and a 30% reserve force as a component of each bid cycle to provide shift flexibility. This approach allows the screening force to volunteer for additional hours in response to any projected staffing shortages.



All on-call personnel, whether PT or FT, understand that they must be available to work on short notice and must be available at all times during their on-call period. Generally, all on-call personnel must be able to report for duty within 2 hours from notification of recall. Personnel are not required to be available, but sign up if they would like to be considered for additional hours should the need arise. To maintain appropriate coverage during peak service hours, predictable annual increases, and surge for exigent circumstances, we use PT personnel first and unscheduled overtime (OT)

second, While a perfect balancing OT allocation is not always possible, we strive to apportion it in a fair and equitable manner over the rolling schedule period. Our entire screening force are trained, certified, and capable of operating every function in any screening location and can augment Screening Teams when needed. The Figure depicts the sequence in which we activate various workforce enhancement approaches based on the type of staffing event.

Account Program Management Approach

SSC provides two significant advantages to the client in the requirement to provide qualified staff and management personnel. First, our team has important corporate past performance in large government and commercial contracts with significant individual and similar scope of work requirements. This means we can skillfully and knowledgeably execute the client's unique requirements, SOPs, management directives and regulations. Our Program Management Office (PMO) fully understands the management requirements, training initiatives, and staffing considerations. Second, we are proposing key personnel with decades of collective law enforcement, military and commercial security experience and as well as industry specific security management experience.

Process and Procedures to Manage the Total Work Effort. Our proposed client organizational structure combined with our corporate support and SMEs will effectively oversee the staff at your location(s). Our technological capabilities help us reduce labor costs by eliminating idle time, determining efficient staffing levels and dynamically redeploying personnel while empowering officers to focus on you the client through employment engagement via an intelligence driven workforce that is monitored by our Global Security Operations Center (GSOC) in real time.

Effective communication between the screening Officers and the supervisors allows for the timely and effective distribution of screeners throughout the checkpoint and minimized throughput of those seeking entry into your facility. Additionally, knowing at a glance which Officers possess single or dual function certification, or cross training, provides for a quicker response time when relocating officers from one task to another.

Additionally, we use the SSC's Best Practices Common Operating Approach model of screening operations and fielding high-performing teams, briefing the mission, executing the security procedures, conducting after action reviews, and incentivizing and rewarding as detailed below.

SSC Standard	How SSC- Delivers
Develop and deploy high-performing employees	• Covert and overt testing standards are fully incorporated into SSC's Training SOPs • Annual Proficiency Reviews (APRs) are up-to-date for all employees • Checkpoint teams are comprised of required fixed positions for open security lane • Checkpoint personnel rotate every 20 to 30 minutes as per the schedule • Training relief teams are used to keep checkpoints open during recurrent training • If applicable lead or supervisory officer ratios maintained for checkpoints and screening • Opening/closing checklists are completed pre-and post-shift
Brief the mission	• Team is briefed on a regular basis on critical checkpoint areas • Pre-shift briefings are conducted with all personnel prior to reporting to their duty stations • SSC maintains the ability to push this information directly to each officer via their issued device.
Execute security procedures	• Supervisors manage and supervise the patrol, checkpoint and screening personnel real-time • Audit checklists used to observe checkpoint personnel, feedback, and corrective action regularly provided

SSC Standard	How SSC- Delivers
	• All OJT monitors are certified per the client's policy, designated OJT monitors provide daily reviews with assigned officers-in-remediation and new hires • All security procedures are properly executed and regularly audited
Conduct after action reviews	• Supervisors conduct a post-shift debrief covering operational strengths and covert/overt threats that need to be improved • Lessons Learned are shared with all screeners via daily briefings
Reward and incentivize	• SSC- recognizes its team on a regular basis in the form of on-the-spot feedback as well as structured, regular rewards, and recognition • High performing team members are recognized with Officer of the Month and Quarter incentives, including public recognition and monetary rewards

Figure. SSC Standards

Account Approach for Organizational Management with Local Focus

Strategic Security Corp. (SSC) is a has over 56 local branch managers throughout the United States, 2 in Mexico, 1 in the UK and 3 in Canada that are their own entity and operate independent of the parent. Each branch manager offers the commitment of a small business owner, with P & L responsibility for his/her local business operation. Our local branch human resource department conducts personal applicant interviews and manages our comprehensive hiring and screening process for all new hires. Our local branch offices throughout nation will support the corporate headquarters where the scheduling manager coordinates scheduling and payroll with each site supervisor and assists with special staffing requirements for temporary or intermittent service. The scheduling manager also ensures that the correct payroll information for each client is submitted weekly, which in turn generates accurate invoices.

You will be supported by a local Strategic Security branch office that will act as a support team behind the employees and managers who will provide security to each airport site. Support staff and management already have specific knowledge of your security program and market, and will continue to oversee strategy, hiring, training, scheduling, supervision, and administration. Branch office managers, recruiters, trainers, and support staff also assist with:

- Promptly filling extra coverage requests
- Coordinating and activating emergency response plans
- Ordering, fitting and distributing uniforms
- Quality Assurance including off-hour inspections
- Onboarding new employees
- Training and human resource inquiries
- Issue escalation

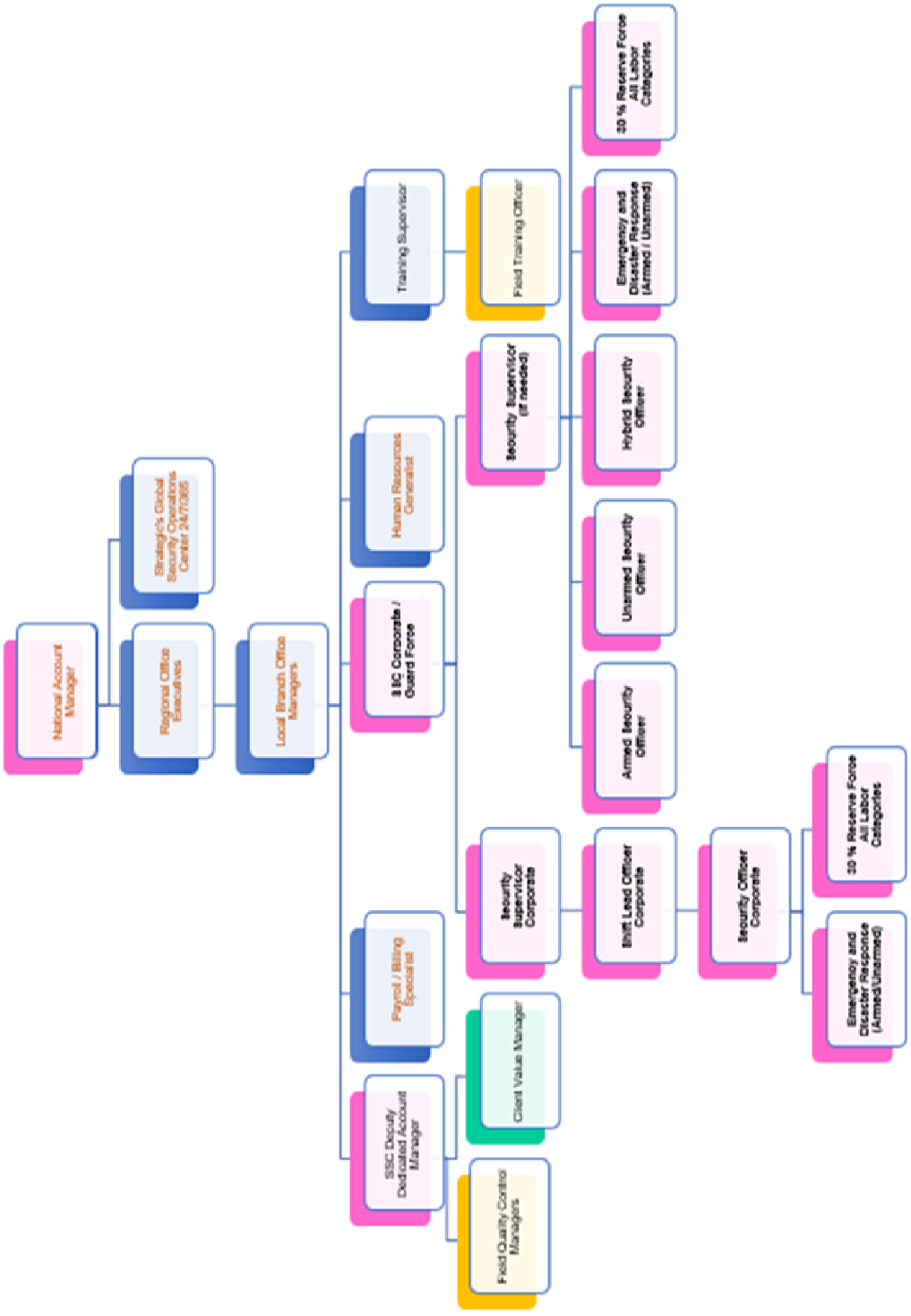
In accordance with the industry standards, SSC provides a full detailed description of our Customer Program Management Plan due after the end of transition. Our plan details our processes and procedures to manage the total work effort associated with the requirements of the RFP. Our executive leadership and assigned key personnel bring hands-on operational experience and understanding of the unique program challenges as former managers on the program. All client screening program operations are overseen at the corporate level by our Director of Operations who falls under the executive leadership and oversight of our Chief Executive Officer.

SSC's transition managers has the authority to fully commit the company on all contractual matters and is responsible for the operational and financial performance of this contract. He has the authority to make any personnel decision necessary to maintain successful contract performance with access to corporate

resources for additional recruiting, training, and quality control. He has complete control over all essential resources and functions. He directs activities undertaken by subordinates ranging from operations controlled by the training coordinator to administration through functional support delivered by corporate staff such as the IT and Payroll.

Account Local Support Organization Chart

Each branch is comprised of the following elements.



Streamlined Organizational Framework

Quality Control

Our Quality Control Plan (QCP) is tailored to ensure all specific RFP / Task Order requirements are met, including requirements listed under the contractual agreement. We use inspection checklists and conduct scheduled and unscheduled (random) inspections/reviews. We submit our QCP, Audits, 30 business days after transition start date.

Quality Assurance

Our approach to Quality Assurance (QA) follows the Plan-Do-Check-Act (PDCA) model. The PDCA cycle can be applied to the overall management system and to each individual element of the system to provide an ongoing focus on continuous improvement. Our QCP encompasses our inspection related activities designed to identify deficiencies, as well as our comprehensive QA activities that aid in the overall prevention of deficiencies.

In addition to our QC inspections, SSC's goal is to meet or exceed the KPIs defined in the RFP, ensuring we account for each of the performance areas listed below.

- Annual Proficiency Review (APR) 1st Time Passed Rate
- Training Execution
- Checkpoint Utilization
- Controlled Security Incidents
- Non-Throughput Rate
- Selectee Find Rate (miss)
- Operational Execution
- Threat Image Projection (TIP) Detection Rate
- Screening Workforce Performance
- Guard Tour Checkpoint
- Report Writing
- Communication
- Customer Service
- De-Escalation Execution
- Patrol

Our QC and QA activities are comprehensive across the full span of the RFP, SSC internal requirements, and RFP / Task Order requirements.

Risk Management Service Process

Strategic Security Corporate Executive Leadership has overall responsibility for the management of risks, and for the implementation and maintenance of control systems in accordance with the Client's policies. Specifically, divisional management and established functional committees are responsible for ensuring that a process for creating risk awareness exists throughout the division.



The divisional presidents are responsible for all aspects of the operations in their divisions, including operational risk management and risk minimization. Operating unit managers and country risk managers are responsible for ensuring that risk management is part of the local corporate culture at all levels within a country

Accountability for managing risks is clearly assigned to a Project Management Team, divisional and local management.

To be successful, all of Strategic's local branch managers must understand the risks associated with providing services and be able to assess and control these risks. Strategic actively pursues different risk management activities to increase awareness and knowledge. One important tool is the business risk evaluation model "The Scale".

Risk Responsibilities

Principal activities	Corporate	SOC	Branch	Team	Phase
Risk Assessment	■		■	■	□ ■ ■ ■ ■
Contract Management	■	■	■	■	□ ■ ■ ■ ■
Loss Prevention			■	■	■ ■ ■
Claims Settlement			■	■	■ ■ ■
Insurance	■		■		□ ■
Quality Control	■	■	■	■	■ ■ ■ ■
Fiscal Management	■		■	■	□ ■ ■ ■ ■
Staffing			■	■	■ ■ ■ ■
Training	■		■	■	■ ■ ■ ■
Hire, Vetting, Clearance, Uniform, Disciplinary		■		■	□ ■ ■ ■ ■
IT		■	■	■	□ ■ ■ ■ ■
Transition		■	■	■	■ ■ ■ ■

□ Initiation ■ Planning ■ Launch & Execution ■ Monitoring & Control ■ Sustainment

Project Management Tools to Control Risk – Quality Control Benefits

Approach / Tool / Method	Applicable To	QCP Benefit
Continuous Improvement Process (CIP)	All Task Order Elements	Motivates employees to drive improvement in all elements of work
Corrective Action Tracking System (CATS)	All Task Order Element Risks	Find potential problems and risks – take action or corrective track until completed.
Time Entry System (TES)	Timekeeping records Information/Communication	Maintains staff work hours in customer format, and accurate on-time information
Platinum/ABRA Suite	Cost/Reports Information/Communication	Matches hours worked, wages paid, and updated wage determination information to billable hours
Integrated Safety Management System	All Performance Areas	Safe working environment for all employees
Service Delivery Management	Security Operations	Constant employees attention to quality improvement
Employee Suggestion Program	All Performance Areas	Involves employees to be committed to improvement
Reward/Incentive Program	All Performance Areas	Motivates outstanding job performance
Discipline Procedures	All Performance Areas	Maintain a professional standard of conduct through a fair and impartial system for improvement
Quality Control Program	All Performance Areas	Assures consistent efficient, effective error free performance
Risk Identification Analysis System	All Performance Areas	Identify Potential Problem areas/implement solutions
Plan Do Check Act Process	All Performance Areas	Controlled Management system reducing errors in operation
Automated Records Management System and Certified Trainers	Training/Qualifications	Assures fully trained, certified officers are on duty-assures timely, complaint training
Officers Handbook **Safety Handbook**	All Performance Areas	Well-defined standards for consistent high quality performance
Standardized Task Order Startup/Transition Procedure **Established, experienced Startup Team**	Task Order Startup	Assures seamless startup/transition with minimal impact by utilizing a proven process and experienced team

Customer Service Plan

Daily Issue Resolution

While local Task Manager and Account Program Manager will serve as your primary contact, additional resources are available during and after normal business hours through our Security Operations Center that is staffed and operates 24/7 /365. Inquiries are logged into a database and assigned a case number. All cases are then monitored to ensure action plans are developed and executed in a timely fashion .

Customer Action Plan

We utilize a formal Customer Action Plan for any and all issues that could arise at your account, which documents your concerns and assigns a due date and responsible party to correct the situation. Once the

issue is addressed and properly handled, we ask that you sign the Customer Action Plan Form to acknowledge that those concerns were addressed successfully.

Account Management

At Strategic Security, we adhere to the philosophy that support, guidance and development are the foundation of effective supervision and resolving issues that may occur. The project manager and local managers are experienced, empowered decision makers who already know your sites and understand your security needs. They are motivated to achieve shared goals and trained to handle critical decisions required in defining the roles and responsibilities of the security guard as well as providing supervision, on-site training, and communication with the client's program staff.

Account Project Manager

- Oversee a team of security professionals and supervisors, including hiring/selection of personnel that is the right fit for your environment.
- Manage scheduling, payroll, training, coaching, and development in collaboration with the local support team.
- Be an empowered decision maker who understands your account and can take ownership of changes that need to be made.
- Ensure all required reporting and contract compliance requirements are met, understood and acted upon.
- Deliver impactful solutions that are focused on improving your satisfaction.

Performance Measurements

- The goal of our contract can be interpreted in only one way: Building great value for the client by providing superior security-and customer-services. Accomplishing this goal requires:
- Providing an exceptional management effort to ensure contract terms and goals are met.
- Recruiting and retaining employees of high quality with the proper customer service skills.
- Maintaining a focused effort of continuous service improvemen

Communications and Law Enforcement Connectivity

Strategic Security has embedded within our Standard Operating Procedures (SOPs), security best practices and client directives, policies and procedures in regard to routine and emergency communications as well as issue escalation and risk management. Strategic Security supports many different communications and dispatching environments throughout our client base within the United States. All communications, transmissions and deployment are coordinated through the airport representatives according to their approved communication procedures and plans. Strategic Security Airport Security Screening Officers typically communicate via radio or cell phone to the client, local Law Enforcement, Federal Law Enforcement, and other Patrol Security Officers.

In all communications, Strategic Security Screening Officers are trained to quickly and effectively position and send Security Screening Officer in response to calls for service, supervisor direction, situational responses and camera-initiated or alarm activities. Our local office and local management team currently services as you your primary point of contact. Site Supervision will be provided by the Senior Security Supervisor, Account Security Manager and local Strategic District Manager. All officers will have access to Executive Strategic Security Management Team and local Strategic District staff. However, our Service Assurance Centers (Security Operations Center) are available to assist client after hours, and for special emergency needs.

STRATEGIC POLICE INFORMATION NETWORK (SPIN) — Strategic's Facebook for the Security Industry

The Strategic Police Information Network (SPIN) is a dynamic, multi-dimensional information sharing partnership between the Law Enforcement & Intelligence Communities throughout the world and Strategic Security affording Strategic's clients connectivity. SPIN seeks to increase public safety through the sharing of important and timely information designed to promote clients' initiatives and maintain their business continuity.

The goals of SPIN are to share information, identify and discuss trends and solutions, and work together toward the common goal of protection of persons and assets. The opportunities and threats existing in any situation always exceed the resources needed to exploit the opportunities or avoid the threat.

Thus, strategy is essentially a problem of allocating resources and SPIN is the solution. Having a strategy is useless without timely actionable information and the ability of implementation. If strategy is to be successful, it must allocate superior resources against a decisive opportunity. Like a product or service, the planning process itself must be managed and shaped, if it is to serve executives as a vehicle for strategic decision-making. Strategic Security Corp. (SSC) believes that a satisfied customer is the best strategy of all.

Connectivity through SPIN addresses:



- General crime trends in a geographical area
- Current demonstration and /or organizing activity
- Past successful organizing campaigns, groups involved
- Funding sources if known
- Geographic areas covered by activists organizations and / or chapters
- Campaign promotional material posted in a geographical area
- Known organizers networks and affiliates
- Permit applications
- Knowledge of all codes and ordinances governing protests / demonstrations

- Local Police Department manpower allocated for a planned demonstration
- "Game Day" Law Enforcement connectivity
- Field and police reports

SPIN features include:

- Research of industry related court filings
- Organization job postings
- Postings on social media
- Open source media
- Training (Distance learning Labor Unrest and Civil
- Disturbances courses available at additional cost)
- Identify security that can respond for key stakeholders
- Identify Public Information Officers
- Crisis Management

SSC has SPIN Facilitators throughout the world. SPIN Facilitators are strategically cultivated based relationships with SSC's core management team totaling over 500 years of experience in law enforcement (LE) and the intelligence gathering communities (IC). It is important to note that SSC SPIN Facilitators need not be a supervisor in their respective police department, rather they need to be the point of contact that is instrumental in the issuance of a permit and / or in the area of planned activity for allocation of law enforcement resources.

"You wouldn't perform open heart surgery without ever having been a surgeon. Let us speak the law enforcement jargon for you. SSC's management team possess over 500 years of law enforcement experience."

Escalation Plan

All staff including executive team is available 24/7

Corporate / Executive Team

JOSEPH SORDI
President / CEO
- Program Manager for 17 Federal Contracts 2002-Present
- 20 Year Veteran NYPD – 15 Years Supervisory Role
- Certified Project and Emergency Manager, DCJS Instructor
- Master's degree in Protection Management

DOUGLAS RUHL
Vice President
- Program Manager for 13 Federal Contracts 2002-Present
- 10 Year Veteran NYPD – Navy and Army Veteran
- Certified Project and Emergency Manager, DCJS Instructor
- Bachelor's degree

DALE GAYLOR
CFO / Ccntroller
- Program Manager for 17 Federal Contracts 2002-Present
- 20 Year Veteran NYPD – 15 Years Supervisory Role
- Certified Project and Emergency Manager, DCJS Instructor
- Master's degree in Protection Management

DAVID WRIGHT
Director of Operations
- Program Manager for 17 Federal Contracts 2002-Present
- 20 Year Veteran NYPD – 15 Years Supervisory Role
- Certified Project and Emergency Manager, DCJS Instructor
- Master's degree in Protection Management

JOHN ALDER
Chief of Domestic Programs
- Program Manager for 14 Federal Contracts 2002-Present
- Retired Broward County Sheriff SWAT Commander
- Certified DHS Project and Emergency Manager, Instrustor
- Certified Project Management Professional

NICOLE KLOPPENBORG
SOC Sr Manager

ESCALATION

DEPENDING ON REGION OF TASK ORDER AWARD ONE OF STRATEGICS' 7 REGIONAL PRESIDENTS, VICE PRESIDENTS AND ONE OF 56 BRANCH MANAGERS, TASK MANAGER WILL BE ASSIGNED

CLIENT

TBD on Task Award
Regional President

TBD on Task Award
Regional VP

TBD on Task Award
Branch Manager

TBD
Account/ Client Value Manager

TBD
Task Order Manager

Project Team

Issue escalation path is illustrated above which ensures prompt response and resolution.

Reserve Force

In anticipation of urgent request that may or may not fall within the scope of the contract or under temporary additional services we maintain a 30% reserve force for each client contract. These services may be required due to increased threat levels or incidents, disasters, civil unrest, job actions, etc. If our reserve force is depleted, we bring in available guard force from surrounding areas to backfill while we hire local staff. Anyone that is assigned to your locations will have been cross trained on the duties and responsibilities.



Transition

Strategic Security Corp. (SSC) is extremely familiar with the rapid mobilization, response, implementation and stand up short time constraints ranging from as little as 4 hours to 90 days. While we prefer a 30-90-day period for transitioning larger scale contracts we have no problem meeting tighter timelines.

Responsiveness

Due to a streamlined management team, an experienced mobile transition team and clear chain of command, we can mobilize and respond exceptionally quick and decisively nationwide without waiting for layers of approval and prolonging the fulfillment of the customer service request. While we understand that this is not an emergency transition, we would like to point out some of our past accomplishments in a much tighter time frame.

2022

August 22, 2022, Strategic Security was awarded an emergency response contract with 7 days start up from time of award for wildfires in New Mexico spanning 14 separate counties requiring 55 armed security officers.

August 7, 2022, Strategic Security was awarded a FEMA contract for Presidential Declared Disaster for Mudslides in Kentucky. The geographic area of responsibility under the contract was the entire section of Easter Kentucky that required 210-armed security guard with a 2-day transition.

February 2, 2022, Strategic Security was awarded a contract for emergency response in 7 counties with the State of Washington which included several counties along the Canadian Border. Strategic was required to provide 35 armed guards with 5 day start up.

2021

February 28, 2021, Strategic Security as part of a national contract with AutoZone was awarded another purchase order for 30 plus new retail locations in California. Strategic transitioned 30 plus retail locations throughout the State of California under Strategic Security self-performing operations requiring in excess of 55-armed security officers in 30 days.

February 18, 2020. Strategic Security Corp was awarded a 6-month purchase order with AT&T one of the world's largest telecommunications companies for 8 retail location in San Diego, California. Strategic will be providing unarmed officers with a 15-day transition.

2020

December 15, 2020, Strategic Security was awarded a national contract by T-Mobile. The award will be for the retail guard coverage, which includes 439,400 hours of permanent service, and an estimated 32,000 hours of temporary hours (for renovations in 1,000 retail sites) annually with a 90-day transition.

October 29, 2020, Strategic Security received an intent to award letter for a multiple year contract for security guard services with Central Florida Regional Transportation Authority for $4.8 million with a 30-day transition requiring 45 armed and unarmed officers.

2019

May 2019 Strategic Security was awarded a Border Security Contract in Excess of 3500 employees in TX and AZ with a 14 day transition.

Sept 2019 Strategic Security was awarded a FEMA emergency response contract more than 500 armed guards 3 states with a 7-day transition.

2018

In North Carolina we were awarded (received contract authorization to proceed email) the contract on Friday, September 28, 2018 at 0933 hrs. and stood up for all requested sites (18 sites 12/7 necessitating 165 armed guards weekly) at the designated start date and time per the email which was, Monday, October 1, 2018 at 0800 hrs., which was 70 hours from time of award.

In South Carolina we were awarded (received contract authorization to proceed email) the contract on Friday, September 20, 2018 and stood up for all requested sites (10 sites some 12/7 necessitating 56 armed guards weekly) at the designated start date and time per the email which was, October 24, 2018 at 0800 hrs.

Implementation Challenges

Implementations, regardless of scope, pose a variety of challenges. The best-laid plans, both strategic and tactical, can go awry without the proper amount of redundancy built into the plan. Through the course of SSC' history, numerous implementation startups have been successfully conducted throughout the world. Today, nine out of ten new SSC clients are either converting their proprietary operations to SSC or are converting from an existing security vendor with whom they work to ensure a transparent change in service responsibilities.

In order for SSC to continuously improve our implementation process, "best practices" and "lessons learned" are communicated to all levels of management to ensure timely and standardized implementation throughout our organization. Challenges and issues, we've faced have provided us with invaluable insight, leading us to our current implementation plan format. Issues we have encountered have originated from all levels within the SSC framework and from client management as well.

Through the numerous startups completed over many years, we have learned:

- To ask critical questions and understand our clients' expectations, both at the corporate and local levels
- To communicate implementation information in a timely manner. We develop employee packets of information and transmit a implementation newsletter to keep everyone informed of start up activities
- To maintain absolute flexibility regarding timelines and implementation schedules. Clients' needs, and their environments can be very dynamic, and frequent adjustments may need to be made
- To fully document and disseminate implementations after any action report. This allows us to evaluate issues and make necessary improvements in our methodology
- That performance measurement begins with implementation. Our clients expect to be kept fully informed regarding achievement of critical implementation milestones. At a minimum, weekly progress reviews need to be conducted with our clients
- That we need to solicit post-start up feedback from our clients, both at the corporate and local levels, and that we need to seek client suggestions for improvement

Our current implementation plans have incorporated into them a detailed schedule that becomes a living document. This framework represents a SSC commitment clients and provides a measurable tool

by which all parties can follow SSC' progress. SSC is well aware of the negative impact a poorly designed and implemented transition can have on the continuity of operations of any client. Our team and our proven processes will provide you with a seamless transition at any facility. Our goal is to achieve a complete transition and start-up with minimal disruption to ongoing operations.

Our transition objectives are to:

- Enter into contract negotiations in good faith to efficiently and quickly establish an executed contract
- Establish contact with corporate and local representatives to receive early guidance during implementation and contract operation
- Refine our implementation plan and develop milestones for the transfer of activities and responsibilities.
- Assess the qualifications and work history of existing personnel to determine who meets the required minimum standards under the new contract.
- Implement our recruitment, screening and selection programs to supplement or replace the existing workforce as required.
- Assesses job tasks, training needs and requirements and then finalize our training program for review/approval.
- Review property control records and account for any client-furnished equipment and material.
- Review and establish (if needed) administrative, logistic and financial controls.
- Revise/finalize our management and staffing plan with Security Management input.
- Analyze and revise general protocols and other directives as needed.
- Develop and/or revise detailed job descriptions.
- Execute a two to four (2-4) week transition plan is ideal, however can be condensed to 24 hrs or less if needed.
- Business Continuity Plan due to client within 7 days of award

- Post Award Conference
- Draft Contractor Plan
- Final Contractor Plan
- Original Business Continuity Plan
- Progress Reports

SSC removes start up concerns through documented processes and planning. We hold your hand every step of the way providing a transparent clear path. This proven, formal approach is documented in our Service Initiation Workbook. The workbook, along with its companion guidebook with instructions, ensures that service starts smoothly and provides a foundation for on-going success. Upon contract award, SSC will provide a documented implementation plan with benchmarks and weekly status tracking and also a number of employee communication tools and resources.

Supply Chain Resilience Program

As your supplier, Strategic Security thinks strategically about how to position operational efficiency for life beyond the pandemic by designing a supply chain that is both resilient and agile, can withstand risks to both demand and supply, and can quickly respond to shocks.

Strategic conducts a rigorous review of the impact COVID-19 is having on demand and the corresponding performance of the supply chain. This will require drilling down to the specifics of how the pandemic has already affected demand and how demand might change in the future.

Phase 1: we map all of your locations that we may be called upon to provide services and overlay geographical areas where we have a strong footprint to self-perform or areas where we will need the assistance of an approved Strategic affiliate.

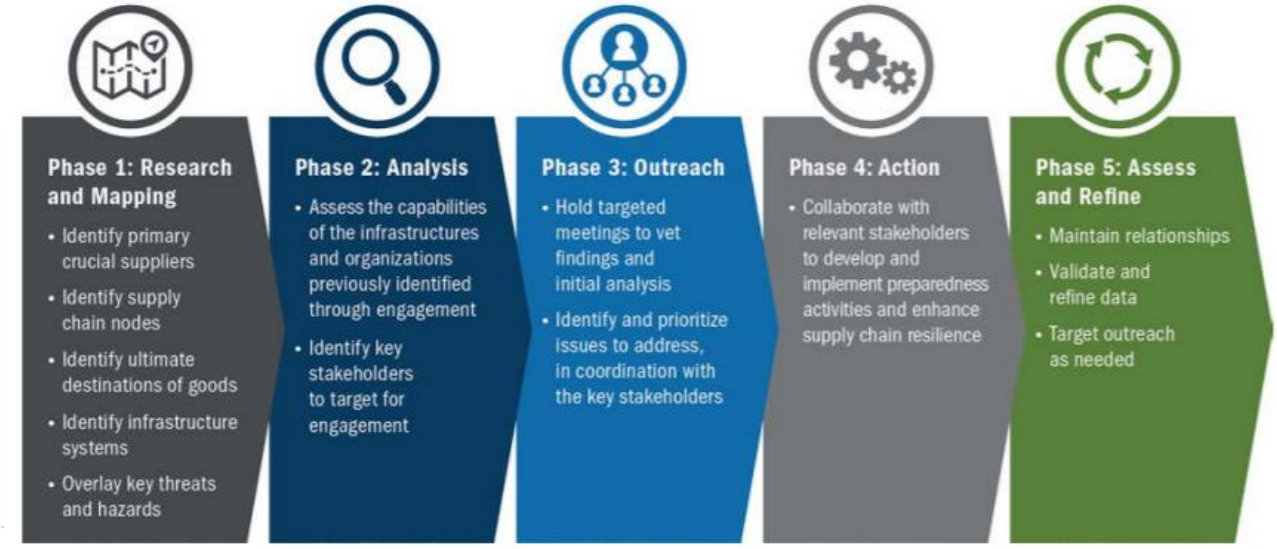
Phase 2: we analyze the capabilities to respond to all locations and the response timetable.

Phase 3: we perform predictive modeling scenarios and tabletops to determine needs

Phase 4: we prioritize tasks to ensure continuity of service

Phase 5: we assess and refine quarterly

Strategic' s Supplier Chain Resilience Program for Guard Service



Task Assigned	Day Number	Person Responsible	Due Date	Date Completed
Conduct Risk Management safety inspection	Days 1 thru 3	Account Manager		
Post Award Meeting	Post Award at clients convenience	Executive Level Management		
Assign and Mobilize Transition Team	Day 1	Corporate Vice President		
Prepare and publish hiring requirements	Day 2	Human Resources		
Develop Site Specific Post Orders with Client approval	Days 1 Thru 7	Project Manager		
Develop Site specific Training program	Days 1 Thru 7	Training Manager		
Review incumbent employees	Days 1 Thru 7	Account Manager/Human resources		
Begin on boarding of existing staff to SSC	Days 1 Thru Start of Service	Human Resources/Compliance		
Conduct Security Officer Introduction Program to all new and existing Staff	Day 7-As needed	Human Resources		
Confirm all personnel files for full pre-screening documentation	Continuous	Human Resources		
Prepare Master schedules in Winteam	Days 1 Thru 3	Scheduling Manager		
Order any additional equipment needed	Day 2	Account Manager		
Order Uniforms if needed	Day 2	Account Manager		
Begin Training modules once approved by client	Days 7-Thru Start of Service	Training Manager/Scheduling Manager		
Review of Training and Licensing	Continuous	Compliance		

Meetings with client to ensure the transition has no interruptions in service	Weekly or as dictated by Client	Contract Manager		
Executive Meeting with client to ensure contract compliance and transition performance	No later than 14 days prior to start of Service	Company Vice President or above		
On Site orientation of Supervisors	2 Days prior to start of Service	Account Manager		
Issue Uniforms	7 Days prior to start of Service	Account Manager		
Conduct On Site training if required	3 Days prior to beginning Service	Account Manager		
Meetings with Client to review implementation	3 Days after commencing service	Account Manager		
Meetings with Client to identify areas of improvement	Continuous	Account Manager		

Incumbent Transitions

Incumbents provided they are in good standing with you, the client and provided they are responsive in transitioning over, they will be given first right of refusal. Additionally, since their current pay rates were not provided, they must be willing to stay on given our proposed hourly compensation in our pricing sheet. However, if you truly desires any officers, supervisors or account manager to stay on and our proposed compensation is below their current pay scale, then we'd be open to negotiating in good faith with you a suitable compensation package that is fair for all. Strategic Security requires information in a timely fashion. If for some reason they fail to respond in completing an on-boarding employment application and document checklist, clearance suitability vetting package, background investigation, payroll uploading required documents, 401k, health care paperwork, drug screening, taking required training either through a distance learning platform or in-person within 48 hours of the request being sent to them via your email that they have on file with us, they will be classified as unfit for employment due to unresponsiveness relating to requested task and their conditional letter of offer will be rescinded. Lastly, we have learned from several successful transitions from larger suppliers to Strategic Security that several larger suppliers have an extremely lackadaisical attitude toward measurable metrics and quality control, thus fostering a sense of complacency amongst account managers, supervisors, and guards. All must be willing to embrace utilization of the tools and support given to them to deliver an unparalleled customer experience to you.

Uniforms, Vehicles and Equipment

SUPERVISOR



**GUARDS,
ISOC Security Monitor**



COLD GEAR



SAFETY



**RIOT /
CIVIL UNREST**



Strategic Security shall furnish and maintain in acceptable condition all items of uniform and equipment necessary to perform work required by the Contract. Strategic Security is solely responsible for the quality, issuance and performance of all Contractor-provided equipment used in performance of this Contract. Strategic Security shall ensure that all uniformed personnel employees are uniformed in accordance with

SOW and adhere to use of force and deadly physical force policy. Account Managers perform annual inspections of all equipment and uniforms. Procedures are in place to address replacement of due to loss or normal wear and tear. Riot / civil unrest equipment is an additional cost.

Uniform Description:

• (2) Shirts: Company standard Issued S/Sleeve or L/Sleeve w/Company Shoulder Patches
• (2) Pants: Company standard Issued - All weather
• Boots / Shoes: Company Standard Hat: Company Standard Baseball type with "Security" Imprinted
• (1) Duty Belt with belt keepers (if applicable)
• (1) Hand Cuffs w/ case: Company Standard/Double lock (if applicable)
• (1) Firearm, (3) magazines and 56 rounds of approved ammunition (if applicable)
• (1) Level II Firearm Retention Holster: Company Standard, Slide on Belt Type with Hammer Safety Strap: Left/Right as Required (if applicable)
• (1) Double Magazine Case or Speed Loader Case Compatible with Specified Weapon and Ammunition in accordance with SOW (if applicable)
• (1) Glove carrier / w latex gloves: Company Standard
• (1) Expandable/Straight Police Baton w/ holder or Oleoresin (if applicable)
Capsicum (OC) in 2.0-ounce Non-Flammable Flip Top Safety Canister with Fog/Cone, Stream, or Foam Spray Pattern with appropriate holster for container (if applicable)
• (1) Based on the time of year, geographic area and weather conditions, the Contractor along with the COR will decide what type of shirt is appropriate. A winter jacket, patrol type, may be required for the winter months; this will be determined by the Contractor and the COR.
• (1) Baseball Cap
• (1) Cold Weather Knit Hat
• (1) Raincoat
• (1) Traffic Safety Vest
• As needed PPE masks and gloves
• (1) Radio (contract term dependent)
• (1) Cell Phone (contract term dependent)

Use of Force Guidelines

All uniformed security guards are responsible and accountable for the proper use of force under appropriate circumstances. The primary duty of *all* members of the service is to preserve human life. Only that amount of force necessary to overcome resistance will be used to effect an arrest or take a mentally ill or emotionally disturbed person into custody. Deadly physical force will be used *ONLY* as a last resort and consistent with company policy and the law. At the scene of an incident, many guards may be present and some guards may not be directly involved in taking actions. However, this does *not* relieve any member present of the obligation to ensure that the requirements of the law and company regulations are complied with. *EXCESSIVE FORCE WILL NOT BE TOLERATED*. Members of Strategic Security Corp (SSC),will *NOT* use chokeholds. A chokehold shall include, but is not limited to, any pressure to the throat or windpipe, which may prevent or hinder breathing or reduce intake of air.

Deadly Physical Force Policy: Strategic Security Corp (SSC) recognizes the value of all human life and is committed to respecting the dignity of every individual. The *primary* duty of all members of the service is to *preserve human life*. The most serious act in which a armed guard can engage is the use of deadly force. The power to carry and use firearms in the course of service is an awesome responsibility. Respect for

human life requires that, in all cases, firearms be used as a last resort, and then only to protect life. Uniformed members of the service should use only the minimal amount of force necessary to protect human life. Where feasible, and consistent with personal safety, some warning, such as "SECURITY — DON'T MOVE," should be given. Deadly force is never justified in the defense of property. Above all, the safety of the public and uniformed members of the service must be the overriding concern whenever the use of firearms is considered.

The Use-of-Force Continuum

This continuum generally has many levels, and guards are instructed to respond with a level of force appropriate to the situation at hand, acknowledging that the officer may move from one part of the continuum to another in a matter of seconds.

An example of a use-of-force continuum follows:

Guard Presence — No force is used. Considered the best way to resolve a situation without any force.

- The mere presence of a guard works to deter crime or diffuse a situation.
- Guard's attitudes are professional and nonthreatening.

Verbalization — Force is not-physical.

- Guards issue calm, nonthreatening commands, such as "Let me see your identification and registration."
- Guards may increase their volume and shorten commands in an attempt to gain compliance. Short commands might include "Stop," or "Don't move."

Empty-Hand Control — Guards use bodily force to gain control of a situation.

- *Soft technique.* Guards use grabs, holds and joint locks to restrain an individual.
- *Hard technique.* Guards use punches and kicks to restrain an individual.

Less-Lethal Methods — Officers use less-lethal technologies to gain control of a situation.

- *Blunt impact.* Guards may use an expandable ASP baton or OC spray to immobilize a combative person.
- *Chemical.* Guards may use chemical sprays to restrain an individual (e.g., OC spray).

Lethal Force — Guards use lethal weapons to gain control of a situation. Should only be used if a suspect poses a serious threat of serious physical injury or death to the guard or another individual.

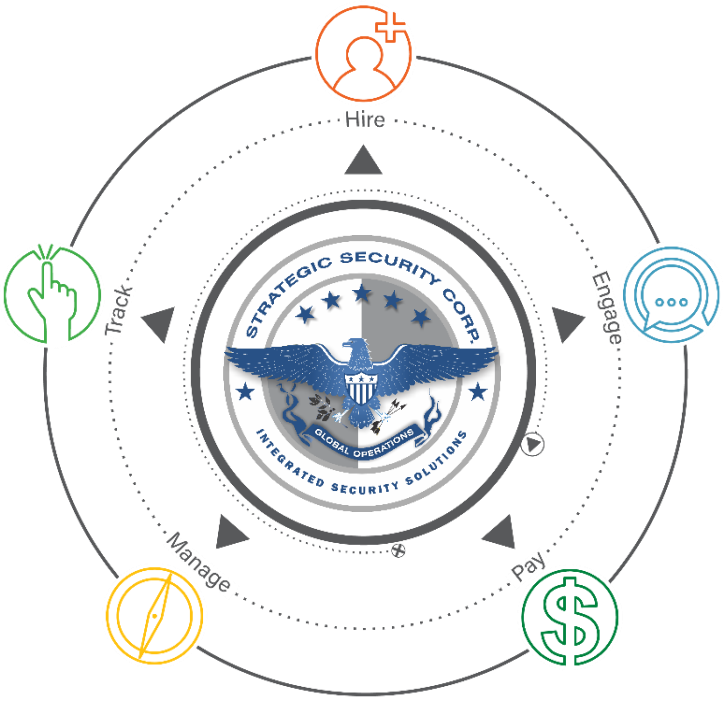
- Guards use deadly weapons such as firearms to stop an individual's actions

Recruitment and Hiring Standards

Strategic's keys to success for maintaining a full complement of skilled and motivated Security Guards at Client locations.

is simply defined and encompasses the following:

- Finding & hiring the best people for the job
- Providing "living" wages & attractive benefits
- Providing a variety of quality training programs
- Identifying top performers through quantifiable measurements & customer feedback
- Recognizing, rewarding & retaining the best of the best
- Retaining highly qualified trained Security Officers to meet the security requirement



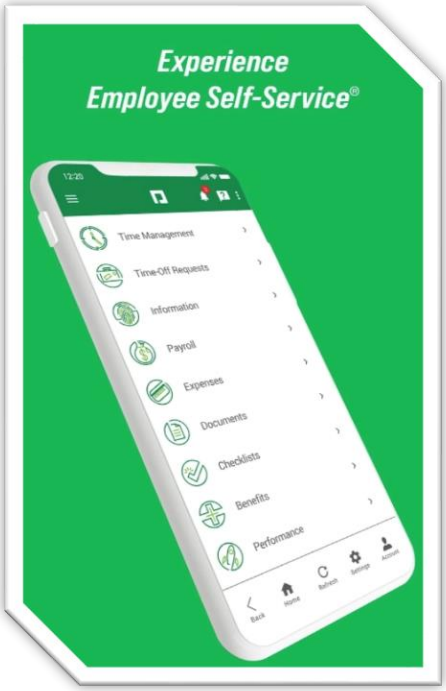
Strategic Security Corp. understands the need for a vetted security force. Many of our employees still work under Government contracts and have had an in-depth screening which includes credit scores. Those that do not work under these types of contracts have to submit to a layered process.

Employee Engagement

There is no greater element that has contributed to the growth and success other than our guard force. Utilizing traits of The Minnesota Multiphasic Personality Inventory (MMPI), our hiring managers assesses personality traits and psychopathology to select the ideal candidates that possess, "The Strategic Spirit". The Strategic Spirit is intended to source applicants that possess foresight, who enjoy what they do and desire professionalism. Once they become an employee, we constantly seek to enrich their employment with Strategic by retention programs, training and above all employee empowerment. Empowerment simply means that employees are trusted and empowered to do what's in the best interest of the customer. By putting the employee first, the customer effectively comes first by default, and in the end, the shareholder comes first by default as well.

Strategic's Human Resources Information System (HRIS)

SSC uses the Paycom systems which is fully integrated within our Human Resources Information System to reduce the time and effort it takes to process new hires or conduct training, as seen in our:



- Increased applicant flow
- Reduced time to hire and train
- Better utilization of program office staff
- Improved screening & hiring tools
- Complete compliance with company policies & procedures
- Complete compliance with federal, state & local regulations

Strategic's Paycom HRIS automates several of the key steps in the employment process. Paycom is fully integrated vendor for background; drug and WOTC tax credit screening. This solution enables SSC to quickly complete a comprehensive due diligence before a hire is made.

Paycom includes:

- An on-line employment application
- A custom on-line assessment,
- An applicant tracking tool for our HR staff to manage the hiring process

e-Learning

- ✓ Robust online library of courses
- ✓ State compliance and customizable
- ✓ Easily pushed to employees through app
- ✓ Progress tracking
- ✓ **Better Hiring Through Actionable Statistics**

The Paycom system provides actionable hiring statistics that enable SSC to improve the recruiting and hiring process. The system also eliminates applicants who have been flagged as not eligible for re-hire as well as those who are disqualified during the pre-screen portion.

Metrics tracked online include:

- Applications that Passed Pre-Screen
- Incomplete Applications
- Applications from Previously Applied Applicants
- Applications not Eligible for Re-hire
- Applications Disqualified by Pre-Screen
- Total Inquiries

Competitive Wages in Recruiting & Hiring

Hiring the best available talent requires paying wages and benefits that are attractive and competitive. To ensure SSC' wages are competitive, we compare them to those paid in the appropriate U.S. metropolitan areas. Data is drawn from wage surveys developed by the Economic Research Institute.

Medical Benefits

Comprehensive Medical Plans
SSC offers a variety of comprehensive medical plans through payroll deduction and/or client contribution. Our self-insured Point of Service plans, EPO's and HMO's are administered by AETNA Insurance, and in many cases, they exceed the security industry standard. We also provide access to many regional HMO's.

According to the American Care Act (ACT) employees can only contribute up to 9% of their monthly earning, Strategic Security bears the balance.

Health Information & Assistance
Active participants in our self-insured health plans have 24-hour online and telephone access to a variety of information resources to help them manage their health care, including:
• Employee Navigator enrollment and adjustments dashboard
• DocFind
• 24-Hour Informed Health Line provided by AETNA

Dental Plans
SSC offers a choice of two different dental plans through AETNA Insurance. Both the PPO and the DMO dental plan provide excellent coverage and are available to all SSC Full Time employees through payroll deduction and/or client contribution.

Vision Care
All of our Full Time Security Officers and their families are eligible for a full-service vision program offering flat co-pays for eye exams, frames, lenses and contact lenses, as well as a variety of other vision related services. Plan participants have access nationwide. This program is available to employees through payroll deduction

401(k) Savings Plan
All Security Officers may enroll in our 401(k)-retirement savings plan after 1 year of service. The plan is designed to permit savings on a tax-deferred basis. Security Officers may defer 1% to 25% of eligible earnings up to IRS limits, through convenient payroll deduction. SSC provides a one hundred percent (100%) matching contribution on the first three percent (3%) and fifty percent (50%) matching contribution on the next three to five percent (3%-5%) of plan compensation to all Security Officers enrolled in the 401(k) plan (except those governed by special plan provisions). Security Officers are eligible to enroll in the Plan after they have completed a minimum of 6 months of service and are at least 18 years of age. If they are employed under a collective bargaining agreement, they are not eligible to participate in the Plan unless it was negotiated into your current contract. The term "vesting" refers to the portion of the account that the Security Officer owns. Security Officers always are vested 100% in all of their contributions, their rollover contributions and the earnings on these amounts. Employer matching contributions are subject to 6-year "graded" vesting. Security Officers' employer matching contributions will be 20% vested after 2 years of employment / service and increase by 20% annually until 100% fully vested after 6 years.

Payroll Choices
SSC provides employees with the option to receive their weekly pay through either Direct Deposit or a Hard check. Both convenient, time saving benefits are available to all SSC employees.

Vacation Pay
In accordance with Federal or State Department of Labor (DOL) if prevailing wage, otherwise per employee handbook.

Sick Time (Leave)
In accordance with Federal or State Department of Labor (DOL) if prevailing wage, otherwise per employee handbook.

Holiday Pay
In accordance with Federal or State Department of Labor (DOL) if prevailing wage, otherwise per employee handbook.

Education / Experience Relevant to Labor Category

Security Supervisors / Emergency Responders

Graduate of an accredited high school or a Certificate of Completion of General Education Development requirements; and meet one of the following experience / education requirements: associates degree or higher education; seven (7) years of security experience within past ten years; or eight years (8) years civilian and / or military work experience or five (5) years of law enforcement or public safety experience. Clean criminal history and passed drug screening, MMPI. Capable of applying for an armed security guard and passing state required certifications to become an armed guard.

Advanced Security Officer (Armed Officers)

Graduate of an accredited high school or a Certificate of Completion of General Education Development requirements; and meet one of the following experience / education requirements: associates degree or higher education; three (3) years of security experience within past ten years; or five years (5) years civilian and / or military work experience or three (3) years of law enforcement or public safety experience. Clean criminal history and passed drug screening and MMPI. Capable of applying for an armed security guard and passing state required certifications to become an armed guard.

Basic Security Officer (Unarmed Officers)

Graduate of an accredited high school or a Certificate of Completion of General Education Development requirements; and meet one of the following experience requirements: one (1) years of security experience within past five years; or verifiable civilian work experience.

Selection Process

The SSC selection process that will be used at your organization will comprise of the following key activity steps:

1. **SSC Hiring Minimum Standards**
2. **Job Application Documentation**
    a. Pre-employment Profile

b. Retention Assessment

3. **Initial Interview**
4. **Drug Screening**
    a. Drug Free Workplace Policy (by urine analysis and/or hair follicle analysis) follow up bi-annually.
    b. Drug Screening Program Management
    c. Physical exam as a post -offer condition of employment
5. **State Level background checks:** Initiated in the state of operation by the regulatory agency of that State. This background check typically goes back five years.
6. **Federal Background checks:** Initiated in the state of operation by the regulatory agency of that State. This is a national check.
7. **Employment Verification:** Conducted by SSC to ensure all employees have a verifiable and honorable work history
8. **Educational Verification:** Conducted by SSC to ensure all employees have a verifiable and honorable education.
9. **Character references:** Conducted by SSC to ensure the highest moral character of applicants.
10. **DMV Check:** Required to operate company vehicles
11. **Credit Check:** Only conducted when staff is privy to sensitive information.
12. **License / Certification Verification:** Conducted if applicant possess a license issued by a regulatory agency.
13. **Assignment/Scheduling Meeting**
14. **Site Interview**

Details of Selection Process

1. SSC Hiring Minimum Standards

Does applicant met the job posting qualifications at face value?

2. Job Application Documentation

This first step obtains basic employment and background information, creating the foundation for a hiring decision by pre-screening applicants. Completed forms include:

- Application for employment
- Verification of previous employment
- Pre-employment Profile shift board to measure attitudes towards honesty & counter-productive work behavior

2 (a) Pre-Employment Profile

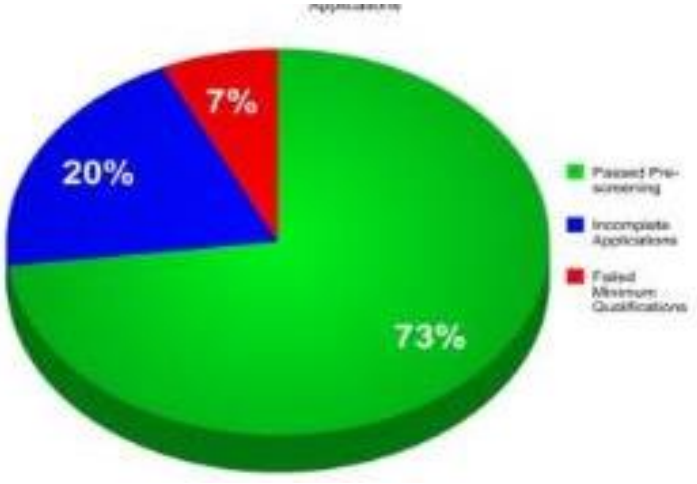
All SSC Security applicants must successfully complete the Security Employment Assessment Tool shift board as part of the application process. The Security Employment Assessment Tool shift board is a tool used as part of SSC' pre-screening process. The tool was created specifically for SSC and is comprised of custom content questions designed to assess an applicant's ability and readiness to perform the functions

of a Security Officer for SSC. The questions were developed by SSC subject matter experts based on the knowledge, skills, abilities and personal characteristics that a security officer must possess on the first day of the job.

The program is administered as part of the online application process. The questions describe real life situations that Security Officers will encounter on the job. Each applicant receives a numerical score based on the number of questions answered correctly. Based on validated testing with actual SSC applicants, scores are rated as green, yellow or red. The applicant's responses to the questions are forwarded directly to a third-party administrator, Deploy, and the results are automatically processed and returned to the program through a Hiring Management Console (HMC). The program also provides a score which rates the retention potential for each candidate. This allows up to focus on candidates with the best prospect for long-term employment.

2.(b) Retention Assessment

Candidates complete questions which are designed to predict the probability of their continued employment on the contract. Once applicants have completed their application and assessments on HMC, the applications are provided to the local hiring office based upon the rating on the assessments. The above assessments are designed to weed out the unqualified candidates at the application process. SSC averages 25 applications for each applicant hired. The chart shows the 2020 statistics for our applications.



SSC works had with our security personal to hold down their attendance and absenteeism and with our current employee programs in place these goals are and have been achievable. SSC acknowledges, the requirement of establishing security personal requirements to work at our client locations, that have an established a ninety-five percent (95%) attendance record and no more than five percent (5%) tardiness record during the previous six (6) months of employment.

3.Initial Interview

The first pre-employment interview is conducted to identify each applicant's skills, work style, personality, career interests and suitability for the position.

4. Drug Screening and Drug Free Workplace Policy

All offers of employment are conditional upon the applicant successfully passing a drug screening. Based upon the customer contract, applicants are screened utilizing a drug testing conducted at a SAMHSA certified laboratory (5 or 10 panel).

SSC mandates a drug free workplace — a fact that is widely published and communicated throughout our organization. The application includes a statement that the applicant will be drug tested. A copy of the SSC Drug Free Workplace Policy is available upon request.

We partner with Concentra which provides third party administration of our drug screening programs. Concentra assists SSC through:

- Collection/test site identification, legal compliance & management services
- Transition/selection of random drug testing participants & coordination with SSC and clients in accordance with state law
- Data management, records retention, education & training services
- Quality control services & performance monitoring
- After hours post-injury/accident drug & alcohol testing services

Background Verification

- SSC utilizes our HRIS to conduct pre-employment background verifications that meet or exceed Security Officer licensing requirements. Our required background verification includes the following:
- Military service - (DD 214) - nature of separation
- Criminal records check of both misdemeanors and felonies for a seven-year residence history (or as required by state statutes)
- Credit check (when required for legitimate business reasons by our clients)
- E-Verify/I-9 Employment eligibility verification
- Social Security number trace
- Residence check – past 7 years
- Department of Motor Vehicles driver's license search for all driving positions
- Former employment verification - past 7 years
- Personal reference checks
- Higher education degree verification including professional certification and licenses
- Verifications of Licenses and Certifications
- SSC shall provide the results of the investigation to the RAI Group Authorized Representative for review within two (2) business days.

5. Assignment/Scheduling Meeting

The final administrative processing and documentation is completed during the Assignment/Scheduling meeting to include:

- Pre-assignment screening
- Pre-assignment training & OJT training scheduled, additional hours for supervisors
- Uniforms & equipment issued
- Specific issues & performance expectations of client discussed

6. Site Interview

We will notify the client's Security Management representatives when a tentative assignment of our new security personnel is made. Based on your desire for a careful selection of security personnel, we will schedule a final site interview with your designated representative, if requested. A copy of the individual's employment application will be provided to the client's Security Management representatives prior to assignment.

Strategic Security will not employee any person convicted of a felony. Certain misdemeanors that demonstrate moral turpitude are also disqualification from employment.

Recruiting Sources



- Indeed.com
- Hirevets.com
- Local Career Centers
- Military.com
- Community outreach organizations
- Monster.com
- Applicable Unions
- Local Police and Sheriff's Department.
- Military installations for transitioning service members (if applicable)
- AARP
- Fraternal Organizations

Training

Our commitment to provide the best regulated, trained Security Officers is the driving force behind our extensive training program. SSC invests over 130,000 training hours annually because "our people make a difference" in the quality of service we provide to our clients. In today's world, well-trained security is the best hope for first response, and it is our mission to provide the best – the best people with the best training methodology and programs. Continually educating ourselves and encouraging individuals to reach their full potential are important parts of our quality improvement vision. SSC believes that a learning organization, coupled with a responsive, knowledgeable workforce able to adapt to change, is essential to serving customers effectively and to improving work processes and performance.

The objectives of training and development are 1) instruction in quality improvement philosophy and tools; 2) job-specific and/or leader-directed training for staff to meet current or upcoming departmental or divisional needs; and 3) employee-initiated work related personal and professional development.

SSC will create a training and certification program designed to meet the needs and training requirements of the client. Training and certification will be grouped into three phases: Pre-assignment, Initial On-The-Job training (OJT) and On-Going and Refresher training. SSC Security Officers serving you will receive a significant portion of their training via the SSC Online e-learning Academy. Our proprietary online security training uses advanced technology and sophisticated courseware design to create the finest e-Learning program in the security industry. SSC will maintain a written record of satisfactory completing all training subjects. The records demonstrably will show competency in the training subjects. Training documentation will be accessible to Security Management upon request. Training data and reports are automatically linked to the SSC Online Academy.

The SSC Training program will provide Security Officers specific training to security requirements. SSC has a robust selection of Training Programs designed specifically with our clients in mind. We reinforce and update what is taught, keeping our security personnel and our clients up to date with current information, techniques and technology in an ever-changing world filled with uncertainty. We have over a dozen innovative and state-of-the-art training programs for our security personnel assigned to protect employees, visitors and critical assets.

All SSC Security Officers serving the account will be required to take the following training courses:

SSC Required Pre-Assignment Training:

- SSC Orientation Training
- Five Step Security Officer Training
- OPSEC (Operations Security) Awareness Brief Training through center for Development of Security Excellence (if applicable)
- Terrorism Threat Awareness Training
- Weapons of Mass Destruction Training (if applicable)
- Bomb Recognition and Incident Management (if applicable)
- Handling Violent and Abusive Incidents
- De-Escalation Training
- Active Shooter
- Communications
- SSC Code of Business Ethnics Training
- Customer Service Essentials Training
- First Aid/CPR & AED Training
- Blood-Borne Pathogen Training (if applicable)
- Hazardous Materials Communication Training (if applicable)

SSC Online E-Training Academy

The SSC Academy, backed by Success Factors, helps reinforce SSC' position as the leader in providing excellent security services. Training is a key component in the proven SSC security solution, and the SSC Online Academy is the tool that makes it work. As a fully integrated, enterprise-wide e-Learning management system, the SSC Online Academy is designed to support our training and development needs companywide — from Security Officers to all levels of SSC management. The Online Academy is the one-stop platform for achieving the following goals: tracking all training resources; assigning and approving e-Learning activities including courses, OJT, exams and documents such as post orders; scheduling instructor-led and Web-based classes; and launching online E-Learning.



Online e-Learning that is completed through our state-of-the-art e-Learning Management System is automatically listed as completed and entered the user's e-Learning History. The system then sends a notification e-mail to the user's supervisor informing him that the e-Learning item has been completed. Items that have not been completed by the assigned due date, show up as an "alert of overdue training" on the user's login page. The system subsequently and automatically then would send reminder e-mails to the individual user and would send weekly notifications of overdue e-Learning items to the user's supervisor.

Our instructors are recognized leaders in their field and are considered subject matter experts. They have taught for hundreds of corporate, law enforcement, military and legal professionals.

With Strategic Security Corp.'s e-Learning system organizations can drastically accelerate training of their employees, offering new training modules on products and procedures in just a few hours. Individuals can have the flexibility to take courses online 24 hours 7 days a week from any computer in the world to accommodate their hectic schedules.

SSC Online Academy Benefits & Features

Benefits	Features
Training when & where it's needed, with 24/7 E-Learning access Compliant to current industry standards Officers current in homeland security training Consistency across locations Lower training costs More training opportunities	Custom & off-the-shelf courseware Facilitates course assignments Tracking & monitoring student progress Standard & custom training reports Testing & scoring Career development Course feedback to continually improve course material

SSC-Developed Security Courseware

SSC full-time professional e-Learning developers apply principles of human performance improvement and adult e-Learning theory to create our industry-leading courseware. e-Learning courses offer:

- Highly interactive simulations
- Engaging & informative graphics
- Self-paced learning
- Instant feedback & coaching
- Real-time performance assessmen

Additional Industry Leading E-Courses

In addition to our proprietary E-Learning course material, SSC Security Officers will have access to over 15,000 e-Learning courses on-demand from the best providers in the industry, including:

- Professional Development
- Microsoft Office
- SkillSoft
- NetG
- Harvard Business Online
- MindLeaders

Certification Compliance and Reporting

SSC takes a multi-tiered approach to Certification Compliance and Reporting. Traditional hard copy training records on all employees are maintained at the client site and at the local servicing program office. These records will be an auditable item during internal SSC site/program inspections.

Five Step Security Officer Training

SSC personnel are trained beyond the minimum requirements for the site, state or special areas. Using a blended learning approach and the most current instructional technologies, such as the SSC Online e-Learning Academy, we ensure full contract training compliance and highly skilled workers.

Our Five Step Security Officer Training Program is the basis for all SSC pre-assignment and ongoing training. The training modules begin with orientation and continue with self-paced progressive subjects.

1st Star of SSC' Five Step Officer Training

Prior to being assigned to a site all SSC personnel attend First Star Orientation Training. This training certifies in writing that all Security Officers have received the orientation and the on-site training programs as specified within your security training requirements.

SSC Orientation and 1st Star Training (in addition to state requirements)	
Intro to SSC	Emergency Response
Security Officer Handbook	Bomb Threats & Recognition
Discrimination & Harassment	Intro to Terrorism
Professional Image	Assessing Safety Risk
Legal Aspects	Personal Protection
Use of Force	Safe Housekeeping
Post Orders	Fire Prevention, Emergencies & Equipment
Theft Prevention	Threat Awareness
Communication	Defensive Security
Report Writing, Obligations & Requirements	Security Classification System
Physical Security (Patrol)	Blood-borne Pathogen
Key Control	Hazard Communication Training (meets 29 CFR 1910)
Technology	
Information Security	OPSEC (Operations Security) Awareness Brief
Hazard and Incident Management	Training through center for Development of Security Excellence
De-Escalation Training	Active Shooter

Active Shooter Training

All SSC Security Officers receive annual Active Shooter training that stresses if you see something, say something to an authority right away. SSC receives local emergency alerts and will register the job site and personal contact information with any sponsored alert system. All officers are trained to be aware of their environment and any possible dangers as well as ALICE procedures, which stands for Alert, Lockdown, Inform, Counter, and Evacuate.

Terrorism Threat Awareness & Weapons of Mass Destruction (WMD) Training

All SSC Security Officers receive annual Terrorism Threat Awareness & WMD training, approved by the Department of Homeland Security (DHS), in compliance with our company's SAFETY ACT Certification.

This course covers several topic areas. It begins by reinforcing the significant roles vigilance and preparation play in helping to guard against terrorism threats, followed by a discussion about terrorist indicators—namely, the precursor conduct that can signal that terrorist plans are in the works. Officers are reminded of the importance of reporting—which includes following the advice, "See Something, Say Something", and recognizing how reports may be used by fusion centers to help "connect the dots" in uncovering terrorist planning. This course also addresses terrorists' aims—their motivations and goals—and the kinds of targets that are most attractive to terrorists. In examining the topic of terrorist attacks, we look at the types of weapons that may be used in an attack and discuss the appropriate responses to such attacks.

SSC Code of Business Ethics Training

All SSC Security Officers will receive training on the SSC Business Ethics Policy. This policy establishes guidelines and procedures relative to business ethics, integrity and honesty. Upon completion of this training, employees sign a Code of Conduct and receive annual refresher training on ethics. This training meets the requirements of Federal Acquisition Regulation (FAR) 52.203-13 and 14 for a federal contractor's code of business ethics.

First Aid/CPR and AED Certification

Through our national agreements with both the American Red Cross and the American Heart Association, SSC is able to certify Security Officers in First Aid/CPR and AED, and any supplementary course utilizing our nationally recognized network of SSC Authorized Providers. We are able to deliver this critical training initially and through refresher certifications, as required, in traditional classroom settings, in Blended Learning through the American Red Cross Learning Management System and through the extensive network of local American Red Cross Chapters.





SSC Blood-Borne Pathogens Training

SSC' proprietary Blood-Borne Pathogens training is delivered in the First Star Security Officer Training module, and it which meets or exceeds OSHA requirements. To minimize or eliminate the risk of occupational exposure to Blood-Borne pathogens, SSC requires that all Security Officers complete the Blood-Borne Pathogens Training program, an in-class instructional video, an examination and the Blood-borne Pathogens Acknowledgement Form as required by OSHA.

SSC Hazardous Materials Communication Training

SSC requires all security personnel to complete our proprietary Hazard Materials Communication Training program, meeting the CFR 29 and OSHA 1910 requirements. The multi-media course includes an SSC Hazardous Materials Communication video and several handouts. The employee must successfully pass a comprehensive exam and sign an acknowledgement form. At select locations we have delivered an additional course, Hazmat First Responder Awareness (FRA). This course is the Level I, Hazardous Materials Emergency Responder Training for OSHA HAZWOPER.

2nd – 5th of SSC' Five Step Officer Training

The 2nd through 5th Star Officer Trainings are self-paced modules for individuals. Each star requires both full completion of course curriculum and the individual passing a written exam. Training is tracked online from the Securitas Online Academy, as well as being provided online and in book or CD formats. The Five Step Officer Training program includes training on Public Relations, Patrol Techniques, Lock & Key Control, Handling Classified Materials and Disaster Preparation (which covers weather monitoring: floods, hurricanes, winter storms, etc.)

Second Star
The Professional Security Officer
Professional Image
Public Relations
Security Awareness
Theft Prevention
Communications & Reports
Safety Awareness

Third Star
Legal Aspects
Physical Security
Patrol Techniques
Post Orders
Fire Prevention & Equipment
Bomb Threats
Introduction to Terrorism

Fourth Star
Crowd Control
Technology
Information Security
Laws of Evidence
Crime Scene Procedures
Testimony
Handling Classified Materials
Managing Conflict

Fifth Star
Workplace Violence
Lock & Key Control
Harassment & Discrimination
Disaster Preparation
Supervisor Training
Transition to Supervisor
Coaching & Counseling

Customer Service Essentials Training

This SSC customized courseware product answers many requests for a training product that allows the instructor to modify the presentation and personalize it to fit the unique requirements of the region, of an industry, or of a specific client. Helpfulness is one of our three core values, and customer service is its key ingredient. In the Customer Service Essentials Training program, Security Officers will learn the basic SSC formula for exceptional customer service. The course examines what customers want and how Security Officers' attitudes, actions and body languages can shape a customer's perceptions about how the Security Officers are fulfilling their needs. The training course also includes real world role-playing exercises, practices used when handling every interaction with the public, with the client's employees and with their guests. Last, the course discusses how Security Officers can be recognized for providing truly excellent customer and client services. By the end of the course, the Security Officer will know:

- How to provide excellent client service by balancing a friendly but professional manner while still following their post orders
- The five most important things our customers want from customer service
- How a Security Officer's perceived attitude as presented through vocal tone and body language can shape a customer's perceptions about how well he or she is fulfilling the person's customer service needs
- The "8 Elements to Excellent Customer Service" that represent the heart of the SSC customer service formula when interacting with the public and with the client's employees and guests
- Upbeat and Positive Attitude
- Commonsense & Attentiveness
- Knowledge of Job Environment and Written Procedures
- Customer Service Failure Point Key Indicators
- Feedback Systems
- Procedure for Dealing with Service Issues
- After Sales Customer Contact Procedures
- Service Issue Follow Up
- How to apply these "8 Elements" in several real-world scenarios

Report Writing Course

Excellent report writing skills are critical to the success of a Security Officer. Our clients and the members of their security team depend upon your professional-looking reports to help protect personnel and property. This course will test the security officer's observation skills. The Course also will train them to translate what they saw and heard into a professional notepad entry, a Daily Activity Report log and an Incident Report. Along the way, the Security Officer will learn how to enter the WHO-WHAT-WHEN-WHERE of an incident in a clear, concise and accurate manner.

By the end of the course, the Security Officer will know:

Why Reports are Important - The importance and consequences of good report writing to yourself, your company and your client

Observation Skills - How to better observe people, events and objects so they can be described more accurately in your reports

Effective Writing Skills - The "Do's" and "Don'ts" of effective writing; How to use the "Four W's" to write your reports more clearly, concisely and accurately

How to Write Some Standard Reports - Translating your observations into your notepad, then transferring those notes to create complete and professional-looking entries in your Daily Activity Report and an Incident Report

SSC acknowledges that all results of the Site Supervisor and security guards, log books, incident reports including documentation for all corrective action taken shall be documented in on-going inspection reports along with the names of the individuals performing the inspections. These reports shall be made available to the Authorized Representative within twenty-four (24) hours of written or oral notification.

Monthly and Annual Refresher Training

SSC maintains Security Officers high levels of proficiency through monthly and annual refresher training. Upon contract award and prior to service start, SSC will work closely with the client to determine specific critical skills and knowledge that should be periodically reinforced and retested through monthly

and annual training. Components included here or obtained through our extensive library of resources will be included in the SSC Monthly Training Program. Through the professional judgment of both of our companies, we will determine those critical skills and tasks our personnel must be able to perform, ensuring that those skills and tasks are included where the consequences of failure are significant. This will, in turn, suggest the subject matter appropriate to reinforce in addition to the client-specific training. Of course, emergency procedures and plans, as well as any new or changing information, laws, customer relations, corporate policies and case law applicable to the performance or duties of our Security Officers, also is appropriate and should be included. The value is that each and every Security Officer will possess the necessary tools to provide world-class service at your facility immediately upon assignment and as part of an on-going program.

Emergency Response Awareness Training

Security Officers play an important and critical role in the development and execution of emergency plans at a client's site. This may include responsibilities such as evacuation of site personnel, protection of nearby residents or providing medical treatment to any injured people at the location of the emergency. In order to be able to meet the demands of such responsibilities, it is critical that the Security Officer be well trained and has a well-rehearsed plan to implement at the facility being served. The amount of planning and training performed by all personnel concerned will influence directly the effectiveness of the response. Therefore, all plans should be continually reviewed and updated on a regular basis. SSC' Emergency Response Awareness training, which complies with OSHA requirements, is delivered in the First Star Security Officer Training module.

The course will cover the following topics:

- Security's role in an emergency response
- Emergency response action plans
- Chain of command during a disaster response
- Area security
- Bomb threats
- Threats by telephone
- Delivery methods and placement of bombs
- Evacuation procedures
- Introduction to terrorism
- By the end of the course, SSC personnel will know:
- Their role as both security officers and client ambassadors
- Their role in ensuring the safety and security of all visitors and staff through a highly visible presence throughout the site.
- How to effectively communicate information and basic knowledge about the site, amenities and events, and the neighborhood.
- Their role in enforcing rules, regulations to individuals and groups.
- Their role in serving as crowd control and security at special incidents and public programs.
- How to perform regular inspections of amenities, facilities, and other assets. Document all conditions and report any abnormalities to the appropriate parties.
- How to submit daily incident and operating reports to Security Management.
- Their role in an emergency
- Bomb threat procedures
- Terrorism basics

Consistency of Training Across All Locations

Strategic Security Corp. is very familiar with client's expatiations for both standardized practices and consistency on their sites. SSC has identified some challenges with regards to training as it pertains to state regulations and has implemented a solution that mitigates these challenges. The solution is measurable and directly correlates with key performance indicators (KPIs) which will identify any shortcomings in a particular region or client location.

- Some states have more stringent training requirements than others. To mitigate this discrepancy and implement overall consistent training across the board SSC implements the following best practice:
- Identify the most comprehensive requirements of states where service is performed.
- Incorporate additional training above and beyond state mandated training to those states that have less stringent requirements (this is in addition to the required training by state)
- Deploy training teams to ensure the training is standardized throughout your facilities
- Implement additional training via e-learning platform if applicable.

Audits

Monthly audits are performed by the Regional Training Director of all Supervisory Training Supervisors, Instructors and Field Training Officers to ensure that all staff are being training to the following levels:

- State Standards
- Client / SSC Agreed Upon KPIs
- New Best Practices
- License Expiration Renewals

Quality Control to Ensure Continuous Compliance with KPIs

Measuring Performance

Strategic Security's Inspector, our Quality Assurance module, allows for efficient tracking and reporting of inspections - helping to ensure that your security team is exceeding your expectations.

To be responsive to the Department's evolving security needs, Strategic Security is committed to continuous improvement ***based on your feedback***. Strategic Security| **Voice,** our innovative, formal voice of the customer program, enhances communication and measures and tracks client and employee satisfaction through customer surveys that occur post transition and quarterly thereafter. The Department deserves a truly tailored security solution built on unique needs and goals. Your voice should be heard and prompt action. Assessment tools/process, such as customer inquiries, PMRs, third-party audits, and other techniques to monitor and assess Strategic's performance on a monthly based and provided to client designee. The following annual proficiency review (APRs) will be conducted:

- Practical Skills Observations (PSO)
- Image Mastery Assessment (IMA)
- OSARP Annual Assessment (OAA)
- Job Knowledge Checks (JKC)

Technology - Strategic's Security Operations Center (SOC)

The uniqueness to our services is hidden with our infrastructure. Organizations are coupled with an ever-growing workload, limited staffing, increasing volume of interconnected systems and budgetary constraints, organizations are challenged with implementing an operational capability to protect their vital assets, data, trade secrets and brand.

Intelligence Driven Workforce

Headquartered in Smithtown, New York, Strategic Security is one of the largest providers of technology-driven security services. With more than 500 years of law enforcement experience, Strategic Security protects 2000+ locations and 2.5M people nationally every day.

A key component of Strategic Security's technology leadership is their cutting-edge Command Center or Security Operations Center (SOC) with a redundant Command Center in McAllen, Texas. Across a wall of large monitors, management can monitor surveillance footage, vehicle location, social media activity, police and news alerts to pinpoint threats in seconds.

Operating 24 hours a day, 7 days a week, the Command Center overseen by a former Federal Intelligence Director and a former Counterterrorism Commander, performs after-hours telephone support and alarm response functions for Strategic Security, manages the Company's Post Confirmation System (PoCo), and provides a single point of contact for the Company's National Temporary Service program. The SOC is staffed by well-trained operators and intelligence analysists who are employees of Strategic Security and overseen by contract managers who can make decisions as it relates to immediate action items. The center is assured of continuous operation through its own uninterrupted power supply, back-up diesel electric generation, multiple telecommunication providers, and redundant database servers. Additionally, there is a full-capability disaster recovery hot site available for emergencies, so the Strategic Security SOC should always be available and online. The SOC is equipped with cutting-edge telephone and computer technology; this helps calls be placed into proper priority queues and handled in accordance with operating procedures. All SOC activities conform to published service levels and are documented in a permanent database.



Strategic Security Corp.'s (SSC) Security Operations Center (SOC) is a physical, centralized headquarters for anticipating, monitoring, detecting threats and responding to security issues and incidents to support SSC field operations that is in addition to line level supervision in the field. This is achieved through our SOC's utilization of our own proprietary patented pending technology called the Strategic Overwatch Solution THAT ***DELIVERS QUALITY, AVAILABILITY AND ASSESSES RESPONSIBILITIES***. From a single dashboard the Overwatch solution enables cross-echelon integration from strategic users and platforms down to officers on the ground that are managed by Overwatch's Intelligence Driven Workforce Systems.

Historically security officers were referred to as watchmen tasked to simply watch, observe and report.

With the utilization of the Strategic Security Operations Center Overwatch Platform our analysts are collecting and analyzing millions of data points a day monitoring all Strategic Security Corp.'s internal operations from officer checkpoints, officers reports and matrixes to ensure KPIs, GPS geo fencing on officers hand held devices and vehicles, body cams, camera feeds, time management, drone feeds and security guard dispatching, weather patterns, in addition to CCTV camera feeds that are public or from clients, Law enforcement API plug ins for cross sharing of crime trends and intelligence. All of this information is analyzed and actionable intelligence is disseminated in real time to officers on the ground protecting our clients.

By watching events on a global scale and anticipating the future this service provides customers with one centralized decision-making tool on potential threats and communicates the related risks to key stakeholders in real time. This allows clients to maintain operational continuity at various stages. We also offer options to mitigate and track the potential risk.

Strategic Security Corp. operates two separate National Communications Centers where all of our clients sites and all our personal are monitored.



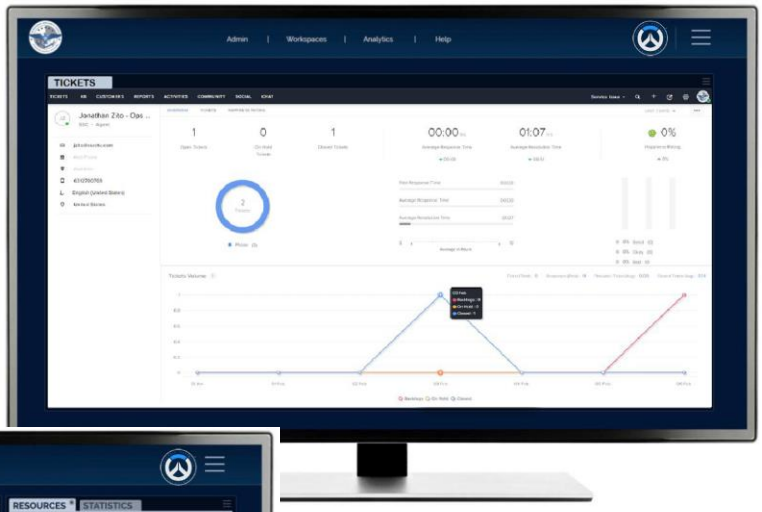
STRATEGIC OVERWATCH SOLUTION™

Strategic uses proprietary patented pending technology to provide a holistic security solution that combines command and control with:

- Two 24/7/365 Global Security Operations Centers (SOC)
- State-of-the-art technologies,
- Single point of contact for clients,
- Security best practices,
- Operations-intelligence data convergence and sensor/platform integration
- Real-time situational understanding
- Enhanced mission-centric collaboration
- Law enforcement connectivity
- And trained personnel with decades of professional security, law enforcement and military intelligence experience to deliver a converged operations/intelligence rhythm through real-time data sharing and collaboration across organizational divides.
- Staffed with: Director, Intel Analysts, Watch Commanders, Watch Officers analyzing feeds from CCTV, GPS devices,
- Officer Tour Checkpoints,
- Live Global Computer Automated Dispatching,
- Threat Identification Platform
- Strategic' s Officers Intelligence Drive Workforce
- Reporting Software,
- Operational Site Reps Every 4 Hrs.
- Automated Notifications and Resolution Protocols Built In
- Monitors local violent and nonviolent crime trends
- Covers web, dark web and social media platforms
- Applies Artificial Intelligence and Machine Learning to all data
- Includes analyst review for high priority threats
- Reports risk % and sentiment % for EVERY online post and overall enterprise assets
- Provides support in multiple languages

Overwatch solution enables cross-echelon integration from strategic users and platforms down to officers on the ground that are managed by Overwatch's Intelligence Driven Workforce Systems.

Overwatch provides A variety of apps make possible dynamic, multi-touch, information collaboration across users, organizations and platforms.





The center is assured of continuous operation through its own uninterrupted power supply, back-up diesel electric generation, multiple telecommunication providers, and redundant database servers. Additionally, there is a full-capability disaster recovery hot site available for

emergencies, so the Strategic Security National Communications Center (NCC) should always be available and online. The NCC is equipped with cutting-edge telephone and computer technology; this helps calls be placed into proper priority queues and handled in accordance with operating procedures. All NCC activities conform to published service levels and are documented in a permanent database. Strategic Security branch offices receive computer generated detail of NCC activities on a daily and weekly basis. All calls are recorded and stored for one year. Recorded calls are available for individual review and can be sent via e-mail as WAV files.

From our Command and Control Operations Center, SSC is capable to drill down on the map and go to any one specific location for information concerning the SSC guard force assigned to each location, by pinpointing the guard's movements and actions.

With an obsession to detail, Strategic SOC analysts can measure every facet of supervisors and officers KPI's are tracked to ensure productivity and that notifications and response is taken in a timely manner.

- ✓ GPS Tracking of all Officers, Checkpoints Scanned, Patrol Vehicles, Assets
- ✓ Customer Workforce Ticket System
- ✓ E-Learning to push out training or informational procedural updates
- ✓ Used Locally: Incident Checklists / Field Inspections / Officer Pass Down Logs / Officer Tour Checkpoint System



24 Hr Communications With Strategic's Service Assurance Center

Strategic Security Service Assurance Center Overwatch Solution
Our local offices will serve as your primary point of contact. However, the Strategic Security Service Assurance Center Overwatch Solution is available to assist clients after hours, and for special emergency needs. The Service Assurance Center is located in Strategic Security's Corporate New York Headquarters. Strategic Security Service Assurance Center Advantages:



24/7/365
Global SOC that utilizes proprietary patented pending technology to provide a holistic security solution that combines command and control s

Calls Forwarded
Branch calls are forwarded at the close of each business day.

Crisis Communication
Hub for crisis management communication support: hurricanes, blizzards, floods, pandemics, riots, civil unrest, etc.

Special Coverage / Temporary Additional Services
Communication conduict for client's emergency coverage needs.

Scheduling Support
Oversee / monitors all security officer schedules, call offs, etc. which ensures accurate client payroll and billing..

Immediate Notification for Urgent Matters / Incidents
Officer reporting analytics, dispatches calls / messages immediately to approporaitae manager (home phone, text, email cell phone).

Intelligence Driven Workforce Software
Monitors and triggers alert protocals for failue to perform designated reports / patrol checks as per SOW and KPIs

All clients will experience a high level of transparency and peace of mind knowing critical operational information is readily available to both you and your security team.

Ehub provides you with online access to schedules, inspection reports, and payment information; and the ability to order extra coverage. In addition, Strategic Security employees can access their schedules and paychecks online via Smartphones and tablets.

Accurate Reporting Using Real-time Technology
Our client security communication program will benefit from efficient, seamless, consistent_ processes to manage it and report on it. Strategic Security's digital business strategy, drives efficiency, communication, collaboration and efficacy. Following are details on the major platforms we employ to provide the most up-to-date information: **WinTeam, PostWatch and eHub.**

WinTeam
WinTeam, the Company's fully integrated payroll, billing and scheduling system, automates and enhances our core business functions and allows us to create customized reporting for our clients. The WinTeam scheduling system also allows us to provide: shift personnel schedules; warnings on overtime

and scheduling conflicts; performance criteria; personnel information; streamlined payroll and billing for accurate and timely data, and; detailed reports.

Strategic Security Post Watch™

Security professionals need to be on time, every time. This is not an element of security management that you and your team should ever need to think about. You need high quality security professionals committed to being on post on time, and automated procedures that ensure schedules are easily managed. The result is seamless security program management, and security supervisors who are instantly notified of schedule gaps so they can ensure uninterrupted coverage. Strategic Security's automated real-time, schedule monitoring system, Strategic Security Post Watch™, captures the arrival and departure times of security professionals to deliver precise timekeeping, reduced administrative activities and accurate security professional pay and client invoicing. With automated schedule tracking, your local manager can place more focus on assessing the needs of your site and mentoring your security professionals.

eHub

eHub, Strategic Security's secure client portal, creates seamless collaboration and information sharing to help increase productivity for you and enhance compliance. This convenient system is available to Strategic Security client is at no charge and offers many benefits.

Incident Reporting

Accurate incident reporting is essential in emergency situations, especially those cases that might involve police investigations or insurance companies. A regular review of incident reports from the client security program can also identify any security trends that may indicate a need for adjustments. Our security professionals are trained in report writing to ensure accurate, detailed and clear information.

Each security professional will provide a report for any circumstances that require explanation, such as assistance of emergency units or notification of civil authority. Such incidents also include accidents, personal injuries and criminal activity. We maintain a file of incident reports on-site along with a summary report, if necessary.



19th Jul 2020

Incident Report

County of Mecklenburg - SouthEast Health

Leroy Street, Charlotte North Carolina 28205

Status OPEN

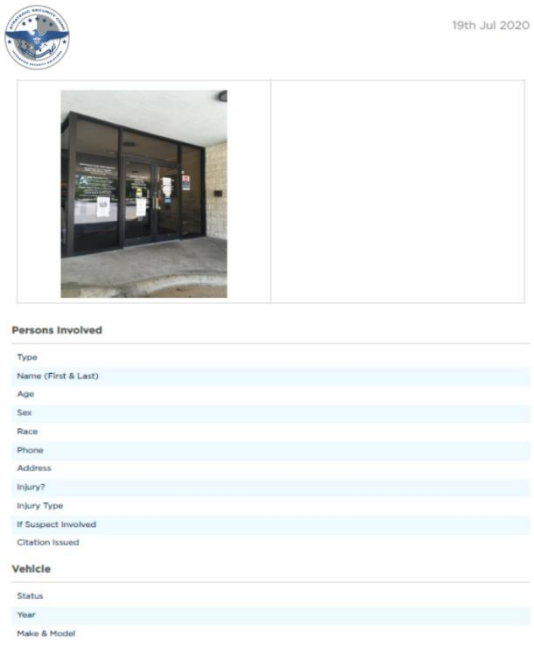
Assignees No users assigned

Timeline

Activity	User	Date & Timestamp (EDT)
Issue opened	Kelven Ledbetter	Sun, Jul 19 1:20:52pm EDT

Incident Details

Type	Original
Type of Offense or Incident	Alarm - Entry Door
Specific Location	
Date of Offense or Incident	07/19/20
Time of Offense or Incident	13:11
Narrative	At approximately 12:47 I Lt Ledbetter (Unit 14) received a call from Sgt Medina about a 10-11 at the above address stated. As I arrived on scene at 1300 Hrs there were no suspicious activities observed on site nor where there any employees on the property; However as I resumed my exterior 10-35 around the perimeter I did notice a Silver Jeep parked down by the trails.. I checked all exterior doors, and they were locked and secured with no signs of forced entry or damages to the property all is clear. Unit 14 cleared the scene at 1320



19th Jul 2020

Persons Involved

Type
Name (First & Last)
Age
Sex
Race
Phone
Address
Injury?
Injury Type
If Suspect Involved
Citation Issued

Vehicle

Status
Year
Make & Model

Types of Reports

Operational Sit Rep

- Ensures clients coverage
- Predictive Forecasting of Events
- Real Time response & tracking
- Monitor via GPS assets / people

Business Intelligence

- Business analytics
- Dashboards for visual glance
- Proactive, service growth opportunities

Customer and Employee Portal

- Ensures clients coverage
- Ensure employees concerns, issues addressed
- Customized billing
- Real Time report access

Daily Activity Reports

- No Software to Download
- Accessible via the Internet
- No More Paper to Store
- Improves Efficiency

Incident Checklist / Field Inspections

- Ensures Appropriate Response
- Easily Customizable
- Helps K.I.S.S.
- Supervisors ensuring QC of subordinates

Pass On Log

- Improve the flow of information
- Confirm that officer read info
- Provide links to valuable info
- No more paper logs

Visitor / Truck Log / Parking Violations

- Easily attach photos
- Eliminate paper logs, check ins easy
- Accessible in real time
- Captures important information

Workforce Ticket System

- Ensures clients coverage
- Ensure employees concerns, issues addressed
- Real Time report access

Insights

- See KPIs for customers
- Track Real Time updates
- Better Decision Making

Payroll & HR Single Database

- Ensures single database
- Recruit, Hire, Engage, Manage, Track, Pay, Policy Manuals, Time Off Submission
- Real Time reports

e-Learning

- Robust online library of courses
- State compliance and customizable
- Easily pushed to employees through app
- Progress tracking

Incident Reports

- Ensures clients get reports
- Clients are emailed reports
- Real Time report access
- 24 Summary Reports

Post Orders

- Instantly available to officers
- No paper to distribute
- Easily updated
- Distribute urgent BOLOs or alerts

Guard Tour Checkpoints / Maintenance Requests

- Easily Track Maintenance Issues
- Monitor temperature or equipment
- Monitor key areas to ensure checked

Review Process for Performance Evaluations

Strategic Security Corp. strives to exceed expectations and meet all deadlines in regard to all aspects of our operation and especially in regard to meeting our Key performance indicators. Regarding training each employee is assigned a required training curriculum. Our training coordinator in conjunction with the designated account manager set up milestones for the required training under this RFI. Once this process is complete our staff begins receiving alerts regarding employee's progress. The KPI for training is 100% compliance with state, client and SSC required training programs.

This proven process which also tracks licensing and certification renewal dates is key to Strategic Security Corp's success in exceeding client expectations and meeting all KPI's.

Key Performance Indicators

Strategic Security utilizes a 360-degree review process to evaluate staff performance in response to meeting KPIs

- 28 items below be part of the onboarding checklist that the employee gets at onboarding and does a self eval so that they know what we look for and when their performance eval comes they are not surprised
- Annual eval whereas first the employee evals him/herself on the 28 points below on a 1-5 scale, then the account manager does.
- Supervisor questions are for when supervisor discusses performance eval
- Periodic progress review, 30 day and 90 day or an Interim Evaluation (this is one that we can use for
  cause)

Performance Evaluation

Area	Rating	Area	Rating
Patrol Duties / Responsibilities		Judgement	
Allocating Personnel		Professional Responsibility	
Training / Monitoring		Verbal Communication Skills	
Evaluating Personnel		Written Communication Skills	
Searches / Investigations / Notifications		Comprehension Skills	
Securing Incident Scene		Drive / Initiative	
Control Suspects / EDPs		Analytical Skills	
Administrative Duties		Interpersonal Skills	
Review Reports / Logs		Adaptability	
Community Interaction		Appearance / Professional Image	
Security Ethics / Integrity		Memorization	
Leadership		Innovativeness	
Safety Documentation Reports		Physical Fitness / Physical Activities	
Firearms Safety (if armed)		Adherence to Company Policies and Procedures	

Also measured in the KPIs are:

Area	Number
Lateness	
Call Offs	
Warning Forms Issued	
Awards	

Supervisor's Questions

- Development of the job.
- Areas where you need to improve / concentrate during the next year.

- Describe how these improvements will be achieved.
- Developmental Progress
- Discuss goals and objectives set previously (at hire or prior review) and the results achieved.
- Strengths
- Greatest strengths this employee brings to the job.
- Newly acquired skills, education or training
- New acquired skills, education or training
- Goals and performance objectives for coming year
- Goals and performance objectives for coming year

Periodic Progress Review

- Appearance / Professionalism Image
- In proper uniform consistent with designated job / client site requirements and SOP
- Technical Job Knowledge of SOP
- Exhibit understanding of key areas of SOP: incident checklist, access control, security screening at access points
- with
- wand or magnetometers, radio protocol and communications
- Time and Attendance
- Constantly shows up for work on time or early, avoids call outs, minimally excusable tardiness.
- Written Documentation
- Constantly documents incidents, equipment, areas of concern, safety or maintenance issues

Inspection and Disciplinary Process

Inspection Frequencies

A fully integrated inspection program must not only identify the types of inspections to be used and the operational areas to be inspected, but also must set forth the frequencies at which each organizational element will be inspected. SSC's supervisory personnel will inspect each post a minimum of twice per shift during the day and three times per shift at night.

Early Identification of Deficiencies

The general purpose of inspections is to maintain a high level of quality. Minor infractions and discrepancies in guard performance immediately will be brought to the attention of the individual guard. The responsible Shift Supervisor or the Project Manager will provide counseling and prescribe a course of corrective action to raise the performance of the individual to an acceptable level.

Our inspection program is designed to detect minor flaws and deficiencies before they become full-scale defects. This is accomplished through the continuous monitoring and inspection of guard force performance. In addition, we often require supervisory personnel to co-man guard positions with assigned security personnel during peak hours for the express purpose of identifying potential problem areas. This practice gives supervisory personnel first-hand knowledge of the problems their subordinates are experiencing, and allow for preemptory management action to prevent deficient performance.
All personnel conducting inspections of post operations use a Quality Control Checklist for documenting deficiencies. During phase-in, our Quality Control Monitor will customize QC Checklists to the unique requirements of the various locations, and will submit them to the COTR for their input and approval.

Correcting Deficiencies

Quality assurance is only as successful as the methods of correcting noted deficiencies or violations. Within SSC's Quality Assurance and Inspection Program, corrective actions have three basic forms:

- Counseling
- Refresher Training and Recertification/Reassignment
- Dismissal

To be effective, corrective actions must be initiated as soon as possible after the infraction or deficiency is detected. In no case will more than 24 hours pass before action is initiated or will more than one calendar month pass before corrective actions are completed. Corrective actions will be initiated as defined below.

- Verbal counseling will be completed within the shift (or tour) of duty for minor infractions.
- Written counseling will be completed within one week of occurrence.
- Refresher training will be developed and presented within one month of noted deficiency.
- Recertification/Reassignment will be accomplished dependent on the individual circumstance and any additional training required prior to reassignment.
- Dismissal actions will be in accordance with established personnel policies and procedures.
- Guards pending dismissal will not be assigned duty under this contract.

Counseling, either verbally or in writing, is the preferred method for correcting minor infractions and deviations from established procedures. The Quality Control Monitor or responsible Shift Supervisor will identify to the individual:

- The nature of the infraction
- The correct procedure for corrective action

During counseling, the individual will be informed that future violations may result in more severe action. SSC's counselor will solicit acceptance and compliance with the results of the counseling session by securing the individual's signature. Should inspections reveal a trend of infractions that are not unique to one guard, refresher training for the entire guard force may be required. Such refresher training will be case-specific in design. Its intent will be to instill in the guard force, or selected personnel, the proper and accepted method of compliance required by program mandates.

All affected guard force members will be required to attend and complete the additional training.

Employees who commit major or serious infractions of the Code of Conduct, Contract Violations, or who willfully violate General Orders/Post Orders, will be subject to dismissal. Observed or revealed major infractions or violations will be identified and documented. Dismissal may be initiated by our Project Manager in response to inspection reports, or at the direct request of the Oversight Manager. Incumbent employees identified for dismissal will not be assigned under this contract. Dismissal recommendations (or request for removal by the COTR, client representative or Project Manager) will be fully investigated. The employee will be advised that dismissal actions are being contemplated and will be afforded an opportunity to respond but will be removed from the project. Except in cases of severe infraction, SSC's policy stipulates that corrective action in the form of employee retraining, re-certification, or reassignment must precede dismissal. Our Project Manager will ensure that all written counseling and refresher training is accomplished and documented.

Deficiency Reports

If immediate action cannot be taken to correct an identified deficiency, the inspector prepares a Deficiency Report and forwards it immediately to our Quality Control Monitor, who determines and initiates the appropriate corrective action. The effectiveness of the corrective action is monitored until the deficiency is corrected to the satisfaction of our Quality Control Monitor. Reports are maintained by

our Quality Control Monitor and filed in a suspense file or completed action file in the Work Control Center. All Quality Control files are available for review by the appropriate client officials. Each month our Project Manager provides the COTR with inspection results and corrective actions taken for all deficiencies noted during the previous month. Follow-up action on deficiencies not readily correctable at time of discovery is the responsibility of our Quality Control Monitor.

Documentation Procedures

SSC maintains careful records of each Quality Control report, its results and any recommended corrective action. We use these records as part of the regular review process, looking for trends in deficiencies or weakness. This information is used to implement policy changes and changes in training where appropriate. These changes might be in standing operating procedures, equipment, personnel, personnel duties or even management.

All inspections will be documented in the Post Chronological Logbook. Inspection reports will be provided to the Project Manager within 24 hours of inspection for inclusion in summary reports to the Oversight Manager. The report to the COTR will include the following information:

- Inspecting Official
- Time/Date of Inspection
- Names of Guard Force members inspected
- Results of each post inspection

To support the guard force quality assurance and inspection program, our Vice President of Operations, will conduct annual audits of each location to survey the quality of security services being provided, and to determine areas where improvements can be made. Such audits will review the following factors:

- Abnormal trends or deficiencies which might have developed
- Conformance to contractual obligations
- General performance levels of security protection
- Changes in security program
- Adequacy of SSC's systems and procedures
- Major problems encountered and progress in resolving these problems
- Major unresolved problems
- Recommended corrective actions not yet implemented
- Measures to stimulate significant improvements

Our Quality Control Monitor also will perform quarterly reviews of all administrative records associated with the contract including personnel records, inspection reports and invoices.

Clear separation of QCM's from uniformed employees

Uniformed Guards will not be a part of the Quality Control system, nor have any input into the inspections and reports that will be created by the Official Monitors

Disciplinary Process

Our clients have a justifiable expectation that guards assigned to this project will conduct themselves with maturity and self-discipline. To that end, SSC developed standards of employee behavior that promote both service and business professionalism. "*Professionalism with Integrity*" is a standard infused into every portion of the corporation's philosophy and practice.

As a service company, SSC built our reputation upon standards of excellence. We realize we are judged by our conduct and performance. SSC is responsible for maintaining satisfactory standards of competency, conduct, appearance and integrity. The SSC Standards of Conduct are well developed and a quality benchmark for our industry resulting from over 18 years of providing, and constantly improving, security and guard services. We will take appropriate actions, including disciplinary actions, to ensure that the SSC guards at the various government facilities favorably represent and maintain all required standards.

The greatest risk to the performance of a security force is a lack of discipline. A formal, effective disciplinary process is necessary to sustain an effective and disciplined workforce that maintains the integrity and image of the you and SSC. This disciplinary process must promote the desired performance behaviors specified in the contract; clearly communicate our Zero Tolerance policy and be fair in its execution.

SSC Disciplinary Process

Step 1 – Oral Reprimand

Step 2 – Written Reprimand

Step 3 – Suspension

Step 4 – Dismissal

Figure 1.1 PROGRESSIVE DISCIPLINE PROCESS

SSC's policy is to maintain a professional standard of conduct and to investigate all reports of noncompliance with performance standards including allegations of misconduct. The purpose of our system of discipline is to enforce compliance to yours and SSC rules, procedures and ethics. Discipline is used to correct misconduct or violations of performance standards when more positive means of training and supervision fails to rectify improper conduct or noncompliant performance. SSC policy and the nature of the substantiated act(s) determine the actual measure of discipline, including final dismissal. If quality control inspections reveal serious deficiencies in employee performance that justifies corrective disciplinary action, the Site Manager will administer discipline pursuant to the Four-Step Disciplinary Process.

SSC uses a well-developed four-step discipline process to address discipline problems. This program is fair in the application of discipline in that investigations are thorough, and the appeal process guarantees the individual appropriate levels of review. If a second chance is warranted, it is granted. If rehabilitation or retraining is the correct path, it is accomplished. If, however, dismissal is warranted, it is swift and thorough ensuring that all credentials and client, government or contractor equipment are returned immediately.

Four-Step Disciplinary Process

SSC's Four-Step Disciplinary Process is illustrated in figure 1.1.

√ *Step 1 – Oral Reprimand*

The employee may be given an oral reprimand and counseling when unintentional carelessness results in a problem. The employee is counseled regarding the problem and proper action to correct the problem. Retraining may be applied as a preventive measure. The oral reprimand is documented in a memorandum to be placed in the employee's personnel file.

√ *Step 2 – Written Reprimand*

SSC may issue a written reprimand when the offense is more serious or is a second occurrence of an offense. The individual issuing the reprimand documents the action in a memorandum. The employee receives a copy of the reprimand and a copy is placed in the employee's personnel file.

√ *Step 3 – Suspension*

If the seriousness of the offense justifies a suspension without pay, SSC may administer the suspension. The suspension is a temporary disciplinary layoff for serious misconduct or repeated offenses. The employee does not lose his/her job or seniority rights but loses his/her pay for the designated period of suspension.

All recommendations for suspension are considered on individual merit. An employee's prior discipline record and job performance is considered before final administration of discipline.
Upon suspension of a guard from duty, the Site Manager will notify the client in writing, providing the facts and argument regarding the proposed removal.

√ *Step 4 – Dismissal*

An employee may be dismissed for any serious impropriety or act of misconduct that, in the view of you, the client or SSC, renders him/her unfit for continued duty as a guard. Employees also may be dismissed after the progressive disciplinary process fails to result in the desired correction of chronic misconduct. The Site Manager will recommend all dismissal actions. Subject to the SSC Zero Tolerance Policy, dismissals will be considered on individual merit. An employee's prior discipline record and job performance shall be considered before final administration of the discipline. Dismissals will be in effect as soon as possible after SSC approval.

The employee will receive written notification of dismissal in a meeting with the Site Manager. To avoid confrontation in public areas, supervision personnel will meet a guard in a private area prior to a shift change, or at completion of a shift change after the guard has signed out. If dismissal action is necessary during a shift, supervising personnel will escort the guard to a private area and ask that she/he relinquish her/his weapon, credentials and any other client furnished equipment. The employee will be escorted off the premises immediately, if necessary, with the assistance of Law Enforcement.

SSC employees may appeal any disciplinary action imposed. The employee may appeal to the next level of authority above the Site Manager. The disciplined employee may petition for repeat of disciplinary action, remediation of that action, or seek civil remedy in a court of law. If an employee is suspended from duty during the course of an investigation, suspension will be with pay until SSC makes a determination to suspend without pay. If the employee appeal is successful, back pay will be awarded.

Zero Tolerance Policy

SSC has a Zero Tolerance Policy regarding illegal drugs, alcohol abuse and firearms misuse. Violations will result in dismissal. Any guard who engages in actions such as misuse of weapons or credentials; removal of weapons or credentials from the site; improver activity related to facility visitors and federal employees; engages in a criminal conduct on or off duty; or any activity that affects the integrity of the client or SSC or is likely to compromise the security of the facility will be removed from performing services for your organization under this contract.

Removal for Cause

Occasionally there may be instances where employees must be removed from the work site should it be determined that these employees have been disqualified for either suitability or security reasons or are found to be unfit for the performance of security duties during their tour of duty. SSC has an excellent record of employee performance across all its contracts with more than 3500 employees. SSC nevertheless acknowledges the right of the client to remove an SSC employee for cause from the

client premises and from assignment to work at a site. Upon notification of the employee's disqualifications, SSC will remove the employee from the worksite within the time limits set up by the client.

Should the reasons for removal constitute a violation of client or SSC policy or procedure, the employee may be subject to the SSC disciplinary process. Regardless of the result of the disciplinary process, the employee shall not return to duty at a client site.

Suspension During Investigation
Any allegation that is determined to be a Zero Tolerance Incident, Guard Arrest, Illegal Act or Unethical Act will result in the immediate suspension with pay until the confirmation or rejection of the allegation. For complaints of performance failure, SSC may impose suspension with or without pay if it is in the best interest of the client or SSC.

Retention, Incentives and Turnover



There is no greater element that has contributed to our growth and success other than our employee engagement programs that start with the initial hiring phase. Utilizing traits of The Minnesota Multiphasic Personality Inventory (MMPI), our hiring managers assesses personality traits and psychopathology to select the ideal candidates that possess, "The Strategic Spirit". The Strategic Spirit is intended to source applicants that possess foresight, who enjoy what they do and desire professionalism.

- ✓ *Once they become an employee, we constantly seek to enrich their employment with Strategic by retention programs, training and above all employee empowerment.*
- ✓ *Empowerment simply means that employees are trusted and empowered to do what's in the best interest of the customer.*
- ✓ *As much as customer service matters, we focus on our employees first, whom in tern put our customers first. Employees that work at Strategic Security are proud of the company and brand, they are well looked after, treated fairly, and given the tools and level of support they need to do the job. This results in an employee that is motivated, smiling and feels appreciated which is turn results in better customer service experience for our customers and their brand when people are coming into their locations. Our employees are the most engaged workforce in the industry and the discretionary effort they put forth is noticed by our clients and their customers.*

SSC has industry leading recognition and incentive programs that allow us to maintain low turnover and high retention of our employees. We constantly are reviewing retention data and input from our employees on ways to improve our programs. SSC research into our companywide retention shows that our employee turnover rate is among the lowest in the industry at fewer than 6-14% nationally.

Based on this research, and as part of our retention strategy, SSC will initiate the following retention incentives for security personnel.

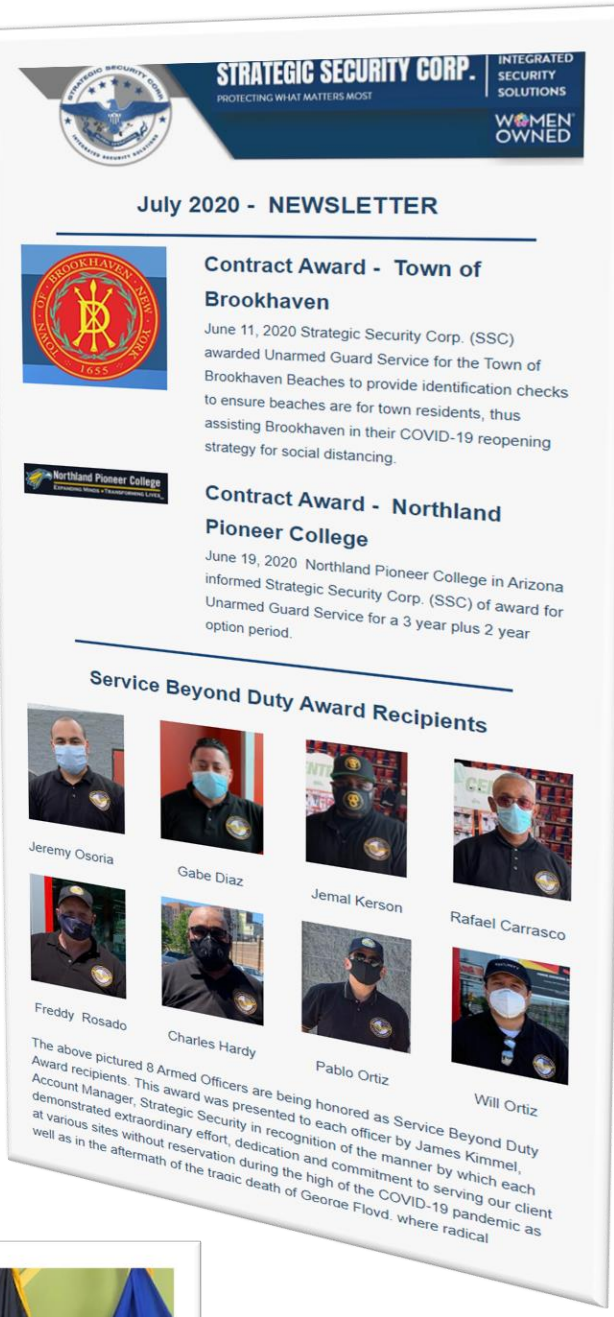
Incentives, Merit Awards

Merit Awards

Strategic Security contributes to the morale of its security personnel by recognizing individuals for their exceptional performance. Security personnel maybe eligible for the following merit awards:

Description	Award
Service Beyond Duty	• Certificate of Merit
Security Officer of the Month	• $50 Bonus Check
Security Officer of the Year	• Distinctive Plaque awarded at Program & District level • Cash Award
Supervisor of the Quarter (Commendable performance of supervisor & employee)	• $150 Cash Bonus • Distinctive Plaque awarded at Program & District level
Supervisor of the Year (Chosen from 4 Supervisors of the Quarter)	• Distinctive Plaque award at Program & District level • Cash Award
National Officer/Supervisor of the Year	• Awards given for performance & heroism • Cash Award & Distinctive Plaque
Service Awards	Recognizes the value of longevity with the Company. SSC service pins are awarded for each five-year period of continuous service with the company.
Suggestion Awards	Employees are encouraged to make suggestions and recommendations via formal procedures. Suggestions that result in cost savings, value- added or improved efficiency are recognized with Savings Bonds along with formal certificates.
Certificate of Achievement	Employees are awarded the Certificate of Achievement for successful completion of a Strategic Security Global Training Center Program
Certificate of Appreciation	The Certificate of Appreciation is presented in response to a letter of commendation for a job well done or for performance of a valued act of service for the client or Company
Certificate of Recognition	Certificate of Recognition to employees in recognition of unusual and outstanding service, and for courage and initiative
Certificate of Distinction	This award is presented for the performance of an act of valor above and beyond the call of duty; an act that reflects great credit on the individual, the client or the Company
Valor Award	Valor Award may be awarded to employees who have received a Certificate of Distinction and are eligible for this prestigious award
Gold Coin of Excellence	The Gold Coin of Excellence is awarded by the Site Manager as recognition of excellence in the performance of duties above and beyond normal expectations. This prestigious award encourages employees, supervisors included to contribute to quality improvement.

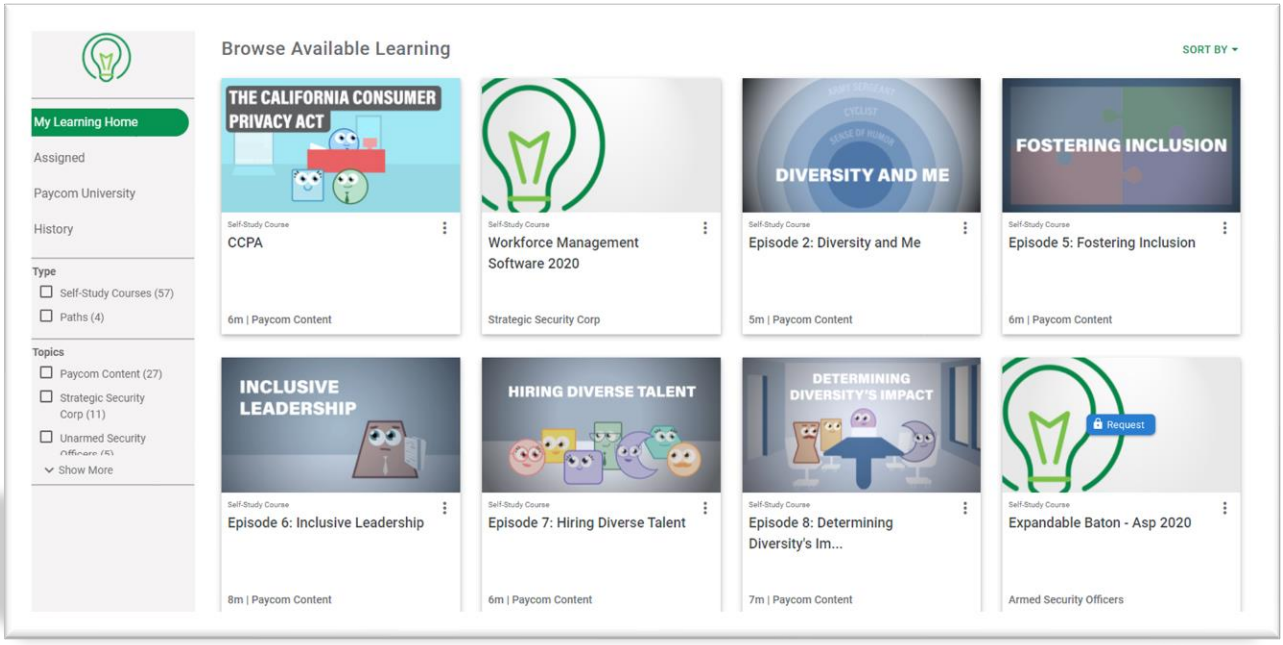

GiftCards.com
make 'em smile :)
TO:
FROM: Officer of The
AMOUNT: Strategic Security Corp
MESSAGE: $75
Thank you for your efforts
STRATEGIC SECURITY CORP.
PROTECTING WHAT MATTERS MOST
4000 1234 5678 9010
VISA
Activate Your
Visa® Reward Card
Visit GiftCards.com/rewardcard
or call 1-855-253-7077 for activation.
Earn As You Spend

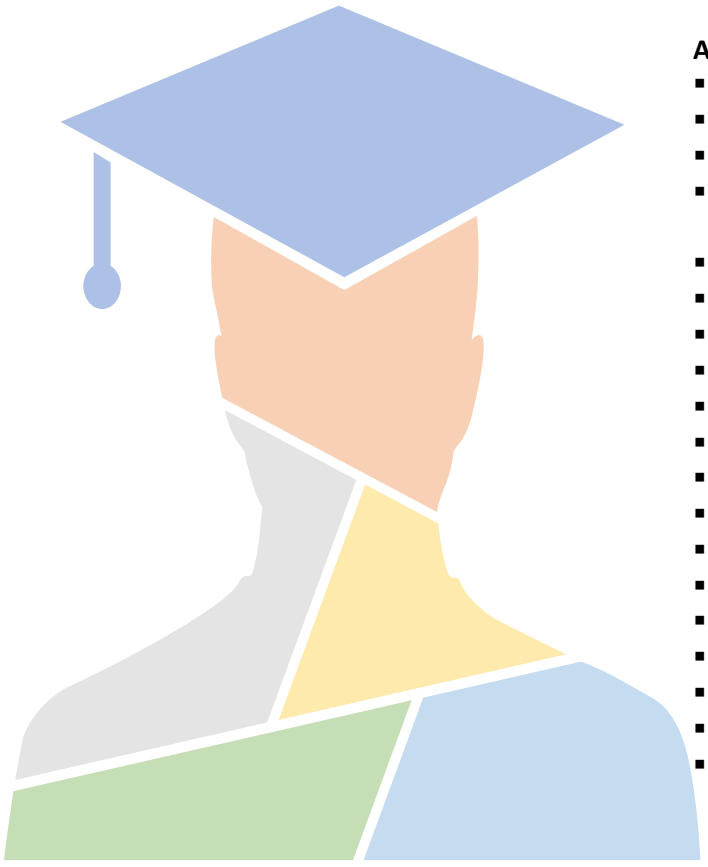

STRATEGIC SECURITY CORP.
PROTECTING WHAT MATTERS MOST
INTEGRATED SECURITY SOLUTIONS
WOMEN OWNED
July 2020 - NEWSLETTER
Contract Award - Town of Brookhaven
June 11, 2020 Strategic Security Corp. (SSC) awarded Unarmed Guard Service for the Town of Brookhaven Beaches to provide identification checks to ensure beaches are for town residents, thus assisting Brookhaven in their COVID-19 reopening strategy for social distancing.
Contract Award - Northland Pioneer College
June 19, 2020 Northland Pioneer College in Arizona informed Strategic Security Corp. (SSC) of award for Unarmed Guard Service for a 3 year plus 2 year option period.
Service Beyond Duty Award Recipients
Jeremy Osoria
Gabe Diaz
Jemal Kerson
Rafael Carrasco
Freddy Rosado
Charles Hardy
Pablo Ortiz
Will Ortiz
The above pictured 8 Armed Officers are being honored as Service Beyond Duty Award recipients. This award was presented to each officer by James Kimmel, Account Manager, Strategic Security in recognition of the manner by which each demonstrated extraordinary effort, dedication and commitment to serving our client at various sites without reservation during the high of the COVID-19 pandemic as well as in the aftermath of the tragic death of George Floyd, where radical



Professional Development

Strategic Security provides free of charge to all employees professional development courses.





Available Courses Include:

- Executive Protection
- Intelligence Analysts
- Unmanned Aircraft System Training
- Emergency Response (Swift Water Rescue, Repelling, Diving, etc)
- Event Security and Safety
- Civil Unrest Indicators
- Bomb Blast Effects and Identification
- Interview and Investigation Techniques
- Risk Management Security & Safety
- Business Continuity – Business Survival
- Workplace Violence Prevention and
- Response Suspicious Mail and Packages
- Combating the Increase in ATM Security
- Issues Report Writing for LE and Security
- Civil Disobedience (Active / Passive)
- Workplace Safety – Active Shooter
- Preventing Discrimination and Harassment
- HIPAA Intermediate for Security Officers
- Tactical Shoot Courses

Strategic Career Path

Strategic Security offers our employees a clear path to advancement within our organization making us much more than just an employee's transient employment.



Year / Labor Category	2019	2020	2021	2022
Supervisor - Armed	0%	0%	1%	.5%
Advanced Security Officer - Armed	1%	5%	2%	2.5%
Supervisor - Unarmed	0%	8%	1%	3%
Advanced Security Officer - Unarmed	0%	9%	7%	2%
Basic Security Officer - Unarmed	3%	12%	10%	7%
Overall	**4%**	**34%**	**21%**	**16%**

SSC has industry leading recruitment, training, recognition, and incentive programs that allow us to maintain low turnover and high retention of our employees. We constantly are reviewing retention data and input from our employees on ways to improve our programs.

While industry standards according to ASIS are approximately 100-300% turnover in the unarmed guard services market. We have been consistently driving down the employee turnover for all labor categories to record industry lows. The only exception was 2020-21 with the impact of COVID, Strategic Security was notified that a border security contract with the United States Government was suspended due to then, President Trump closing of the border to stop the spread of the pandemic. Due to the remoteness of the locations all of our supervisor and guards working these sites were laid off.

Invoicing

WinTeam, the Company's fully integrated payroll, billing and scheduling system, automates and enhances our core business functions and allows us to create customized reporting for our clients. The WinTeam scheduling system also allows us to provide shift personnel schedules; warnings on overtime and scheduling conflicts; performance criteria; personnel information; streamlined payroll and billing for accurate and timely data, and; detailed reports.

Strategic Security regularly trends dozens of reports to make sure your security program is running efficiently and to pro-actively drive improvements. A variety of customized reports including invoices, can be tailored to your· needs. All report information can be analyzed, arranged, displayed, or otherwise custom formatted to meet your specific requirements.

Our goal is that it takes a client 3 minutes or less to reconcile our invoices.

Compliance and Documentation

Accountability of Property

Client Furnished Property

As demonstrated in the SOW, property furnished by the client to aid in the performance of the SOW shall be limited to the use of client facilities, installed equipment, utilities and materials as described below. SSC shall care and account for any property furnished by the client in a responsible fashion.

A. Should the client furnish any non-expendable equipment by the client during the period IDIQ performance, the Program Manager (PM) and or designee shall provide an inventory of said property upon receipt, followed by a month inventory.

B. We understand that the following types of supplies, materials, equipment, and facilities/office space, may be furnished as deemed necessary by the client.

   1. Electronic, electro-mechanical and mechanical equipment, such as installed alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions and security systems monitoring equipment.

2. Building utilities and services in accordance with established building operations and procedures including the use of concession facilities, restrooms, and medical facilities as available and necessary for emergencies.

SSC personnel assigned to the facilities shall monitor the safe and efficient operation of client furnished property and shall report any loss and/or need for maintenance or repair to the COTR in a timely manner.

C. In addition to the property described above SSC shall anticipate the receipt of required client administrative and procedural forms that will be utilized in the performance of duties to include:

1. All client administrative forms prescribed for use by employees will adhered to.

2. Initial version of the Officer's Duty Book, including all inserted information required, to be maintained in current form by SSC staff.

3. Operations and maintenance manuals for client provided equipment and systems, such as alarm and surveillance systems, communications equipment, x-ray machines, walk-through magnetometers, hand-held magnetometers, closed-circuit televisions and security systems monitoring equipment.

Use of Client Furnished Property:

A. Through training, performance standards, random inspections, periodic reminders and other means SSC shall ensure that the use of client property is limited to official client business in the performance of SOW / Task Order responsibilities and duties, not for any personal advantage, business gain, or other personal endeavor. SSC accepts the responsibility for payment for any expenses resulting from staff misuse or abuse of client issued property or equipment.

B. The CM shall provide written certification listing all licenses and permits required by law for the use and operation of Client furnished property or equipment received by the SSC staff.

Accountability of Client Furnished Property:

A. Should any Client property or equipment be issued to SSC staff prior to or during the performance of duties under this Task Order, we will acknowledge receipt using a Client property receipt. Any property and equipment furnished by the Client shall remain the property of the Client. Upon termination or conclusion of the Task Order, the CM shall render an accounting of any Client property that may have come into SSC possession during the course of the Task Order.

B. SSC shall be responsible for the cost of repair or replacement of any Client property lost or damaged, as well as for expenses associated with the misuse of telephones or other CLIENT furnished office equipment resulting from improper use or negligence by our staff. Employees who misuse willfully damage or willfully destroy Client property shall be subjected to the SSC disciplinary process, may be removed from the Task Order and may face further penalties as deemed necessary by the Client.

C. The PM or the designated supervisor shall report loss or damage to the Client-furnished property to the COTR as soon as possible, but not later than 24 hours after discovery.

Safeguarding Client Furnished Property:

A. SSC will treat Client furnished property as if it is our property, purchased with our funds. SSC will take all reasonable precautions, as directed by the Client, or in the absence of such direction, in accordance with SSC's policies and procedures and sound industrial practices, to safeguard and protect Client property.

B. Subject to disciplinary action by SSC, as well as legal and contractual penalties by the Client, employees of SSC shall safeguard the security and confidentiality of any and all classified, confidential, proprietary, sensitive, personal, business, technical or financial information belonging to the Client or to other private parties performing or seeking to perform work for the Client to which work requires access. Employees shall not read, photocopy, remove or otherwise appropriate such information for their own use or disclose such information to third parties unless specifically authorized in writing by the CO.

Malfunctioning of Client Furnished Property:

SSC staff shall regularly monitor the performance of Client furnished property in their assigned areas to ensure that all property and equipment is functioning appropriately. The supervisor shall report the malfunctioning of any Client equipment to the COTR or, if the COTR is not available, the Client Police as soon as possible, but no later than 24 hours after detection of the malfunction. The event shall be entered in the appropriate log and the necessary incident report processed.

Contractor Furnished Property:

SSC provides a diverse array of contractor furnished equipment, property and services to an equally diverse array of Federal and federally managed operations. We have well-established management and control procedures to ensure that all property is suitable for purpose and well maintained.

A. SSC shall be responsible for providing and maintaining in acceptable condition, at no cost to the employee, items of uniform, all equipment, materials and consumable supplies necessary to fulfill the requirements of the Task Order. All equipment furnished by SSC shall be appropriate for use in the discharge of required duties and may be subject to approval of the COTR prior to use.

   Supplies and equipment will, at a minimum, include office and administrative supplies, all items of uniforms and related accessories, firearms, firearms upkeep and maintenance equipment, communication equipment, supplemental equipment and any unique equipment or supplies that might be required by a specific work site/post.

Records

Certification Compliance and Reporting
SSC takes a multi-tiered approach to Certification Compliance and Reporting. Strategic Security maintains records for a period of 7 years. Traditional hard copy Client records on all employees are maintained online and at the local servicing program office. These records will be an available immediately to account and project managers as well as auditable item during internal SSC site/program inspections.

Personnel Filing System:
To minimize duplication of personnel files Strategic Security Corp. will maintain personnel files on-site for all employees who work under this Contract. All files will be maintained at the SSC office and will be made available to the contracting officer representative (COR) on a continuous basis. Each guard's file will contain the following per the SOW:

- Application for employment, including resume or detailed prior work history and references;
- Results of all criminal history checks obtained by SSC;
- U.S. Citizenship and Immigration Services Form I-9 Employment Eligibility Verification;
- Non-Disclosure Agreement,
- A copy of high school diploma, GED certificate, college transcripts military records or POST Client completion;
- A copy of the most recent CPR, First Aid, and AED certification card; EMT certification if applicable
- Results of all drug screenings administered (both pre-and post-employment bi-annually);
- A copy of all licenses and certifications required by state and local requirements
- Records of all basic and refresher Client attendance and, where required test scores; (refresher given annually)
- Records of current Client and qualification scores, where required by the Contract;
- Records of all successfully completed Client Group-provided Client;
- Records of guard's suitability information (Including date current suitability expires);
- Copies of all complaints, investigations, and disciplinary action taken by the Contractor against the employee for all infractions committed under the contract;
- SSC will comply with the Health Insurance Portability & Accountability Act (HIPPA), the Medical Evaluation
- The COR shall have the express authority to review any Contract employee's files at any time during the course of the Contract. The Contractor shall maintain all personnel files for a minimum of five (5) years after Contract closeout (upon receipt of release of claims).
- The CO or COR can request, at any time, during the course of the Contract, a spreadsheet or other tracking systems (either in paper form or in electronic form) that clearly details the status of all Contract employees pertaining to the Contract requirements, and all site locations within the contract.

Plan to Administer Controlled Substance and Alcohol Abuse Testing

Strategic Security's plan for to administer controlled substance and alcohol abuse testing adheres to DHS and client leadership with oversight of Federal Drug-Free Workplace Programs, fitness for duty evaluations, employee relations and administrative or disciplinary actions, and Employee Assistance Programs.

Employees occupying Testing Designated Positions (TDPs) other than law enforcement positions are prohibited from consuming or being under the influence of alcohol while on duty or consuming alcohol for a minimum of eight hours preceding performance of security-related functions.

There are several circumstances in which drug or alcohol testing of an individual will be performed:

1. random drug or alcohol testing,
2. applicant drug or alcohol testing,
3. voluntary drug or alcohol testing,
4. reasonable suspicion drug or alcohol testing,
5. post-accident drug or alcohol testing, and
6. follow-up [to treatment] drug or alcohol testing.

Strategic Security Random Drug Testing Use of the system that deems appropriate to conduct random drug testing.

- From a list of all personnel in Testing Designated Positions (TDP). Strategic uses a random generator to produce a list of personnel randomly selected from the list of all personnel in TDPs.
- Strategic Human Resources contacts supervisors of the randomly selected individuals to advise that they have personnel who have been randomly selected for drug or alcohol testing.
- Supervisors identify which of those employees will be available to report for drug testing and that information is provided to TSA by phone or secure email.
- Strategic inputs into the System the names of those individuals who will be sent for drug or alcohol testing and then produces the Chain of Custody Form (CCF).
- After receiving confirmation of the employee's availability for testing, the employee's immediate supervisor is provided additional instructions for the employee (i.e., the individual's random selection for drug or alcohol testing, the location of the collection site, circumstances for testing (random), and timeline for testing (typically within two hours).
- Once the employee reports for the drug or alcohol test, the individual identifies him or herself and provides a picture ID, which Strategic Security visually confirms. The individual is then asked to review the personal data on the CCF and verify that it is correct.

Applicant Drug or Alcohol Testing

The applicant drug test occurs when a tentative job offer (TJO) is issued by a Strategic Security's Human Resources Department and the position requires drug or alcohol testing as a requirement of onboarding.

- Strategic receives a request for an applicant drug test from the Drug Program Coordinator (DPC) via password-protected email. The PII included in that email is: name, home address, last five digits of Social Security number (SSN), DHS Component, email address, and phone numbers (daytime and evening).
- Strategic contacts the applicant directly via phone or email to coordinate the drug test.
- Strategic verifies the candidate's availability and location and requests that a federal drug testing kit is sent to or available at a collection site convenient to the applicant.
- Strategic then contacts the applicant again and provides instructions regarding where to report for the test and the required timeline for reporting (within 48 hours after contact).

Strategic Security employees and applicants selected for drug testing are required to provide a valid PIV card or a valid driver's license, respectively, upon reporting to the collection site. Collection site personnel will verify the individual's identity and record the name, gender, last 5 digits of the SSN, date of birth, phone number(s), testing authority (HHS), circumstances for test, and drugs for which to be tested. This information is recorded on the federal drug testing CCF, which is signed by the employee/applicant, and it accompanies the specimen as it is sent from the collection site to an HHS-certified laboratory for analysis. The laboratory sends the preliminary test results, and the necessary

biographic information to ensure that the test results are connected to the correct employee, to the Strategic MRO via the System for verification of any positive result. Once results have been verified by the MRO, the results are uploaded into the System as "negative" or "verified positive."

Account Review

SSC removes start up concerns through documented processes and planning. This proven, formal approach is documented in our Service Initiation Workbook. The workbook, along with its companion guidebook with instructions, ensures that service starts smoothly and provides a foundation for on-going success. Upon contract award, SSC will provide a documented implementation plan with benchmarks and weekly status tracking and also a number of employee communication tools and resources. After review, SSC will meet with you to discuss any amendments, enhancements or additional areas that will need to be measured and added to the KPIs.

Strategic Security Corp. is very familiar with customers' expatiations for both standardized practices and consistency on their sites. SSC has identified some challenges with regards to training as it pertains to state regulations and has implemented a solution that mitigates these challenges. The solution is measurable and directly correlates with key performance indicators (KPIs) identified in earlier questions which will identify any shortcomings in a particular region or client location.

Some states have more stringent training requirements than others. To mitigate this discrepancy and implement overall consistent training across the board SSC implements the following best practice:

1. Identify the most comprehensive requirements of states where service is performed.
2. Incorporate additional training above and beyond state mandated training to those states that have less stringent
requirements (this is in addition to the required training by state)
3. Deploy training teams to ensure the training is standardized throughout your facilities
4. Implement additional training via e-learning platform if applicable.

Audits

Monthly audits are performed by the Regional Training Director of all Supervisory Training Supervisors, Instructors and Field Training Officers to ensure that all staff are being training to the following levels:

- State Standards
- Client / SSC Agreed Upon KPIs
- New Best Practices
- License Expiration Renewals

CompStat (conducted on a weekly basis)

We will ask customers to participate in monthly CompStat meetings. CompStat meetings offer customers a dynamic approach to crime / access control issues or reduction, quality of life improvement, service request, maintenance issues, life safety issues and personnel and resource management, whereby senior level Strategic executives identify spikes in the aforementioned areas using comparative statistics and address those spikes through the use of a cost effective security posture. To this end, CompStat includes four generally recognized components: timely and accurate information or intelligence, rapid deployment of resources, effective tactics, and relentless follow-up. It is also a system whereby officer productivity is measured, and individuals were held accountable for

spikes in areas or lack of productivity. We also ask customers to provide feedback on 10 question surveys on guards and SOC operators performance. Parties participating are:

- Contract Manager
- Regional Branch Manager
- Client Dedicated Account Manager
- Client Value Manager
- Site Supervisors

Testimonials

"The officers assigned are excellent when it comes to de-escalating situations and defuse the incident without any problems. They are always ready to assist FEMA employees to their full capacity."

B Valencia Scott

Disaster Recovery Center Manager
U.S. Department of Homeland Security
Federal Emergency Management Agency

"Strategic works with us to understand our corporate culture and the global threat we face operating in the U.S, Mexico and the U.K They deliver results across an array of services."

Edward O.

Sr. Director of Facilities,
MSC Industrial Supply Co.

"The responsiveness of the security officers is exemplary. They routinely utilize their de-escalation training with County consumers as well as utilizing their progression of force training to ensure County employees, customers and visitors always feel safe. Officers are always calm and professional. The County preformed a customer satisfaction survey of its properties and Strategic received a 96% satisfaction rating of good or very good."

Richard J Goff

Security Manager
Mecklenburg County Government
Asset and Facility Management

"Client is very happy with the detail." Excellent preparation, well trained, outstanding execution and best of all uneventful outcome. This just doesn't happen without good people doing what they need to do to ensure we're all on target.

Zachary Y.

Operations Manager
United Healthcare Global

References

Client	Contact	Dates	Value	Summary
County of Mecklenburg Charlotte N.C.	Michael Schoonmaker Program Manager Michael.schoonmaker@mecklenburgcountync.gov 980-314-2543	7/2017-Present	$4m annual	Armed and unarmed security guard service as well a county wide roving patrol and alarm response
FEMA Emergency Response for DR-4871 TX and DR-4798-TX	Sam Mao Security Manager Samnang.mao@fema.dhs.gov 202-769-8005	3/2024-Present	$4.6m annual	Armed protective service officers provided throughout the state of Texas for several ongoing disasters
WURTH Industry/MSC Direct	Jeff Regan COO Jeff.regan@wurthindustry.com 516-270-5444	2005-Present	$1.2m annual	Armed, unarmed and emergency response for both companies.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2023

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

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

PRODUCER	CONTACT NAME: Rosemary Caraballo	
Island Insurance Agency 498 City Island Ave Bronx NY 10464	PHONE (A/C, No, Ext): (718) 885-1050	FAX (A/C, No):
	E-MAIL ADDRESS: rcaraballo@islandinsuranceagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : EVANSTON INS CO	35378
INSURED	INSURER B : MARKEL INS CO	38970
Strategic Security Corp 19 Bellemeade Avenue Smithtown NY 11787	INSURER C : PRAETORIAN INS. CO.	37257
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PROFESSIONAL LIABILITY ☒ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y		BMGG100001-02	12/24/2023	12/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BMGA100002-01	03/21/2023	12/24/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			BMGE100001-02	12/24/2023	12/24/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000.00 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		P0014-MP231911031C	12/24/2023	12/24/2024	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Proof of insurance per licensing codes, requirements, rules and regulations

CERTIFICATE HOLDER

Texas Dept. of Public Safety
P.O. Box 15999
Austin, TX 78761

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rosemary Caraballo

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

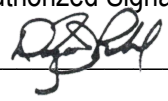
☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 9/10/2024

Company/Vendor Name: Strategic Security Corp.

Printed Name and Title: Douglas Ruhl

Authorized Signatory: 

HOUSE BILL 89 VERIFICATION

I, Douglas Ruhl, the undersigned representative of

Strategic Security Corp., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

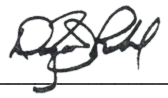
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Douglas Ruhl Vice President

TYPE/PRINT NAME AND TITLE:

9/15/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Douglas Ruhl, the undersigned representative of

Strategic Security Corp., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

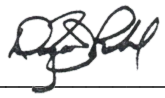
1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Douglas Ruhl Vice President

TYPE/PRINT NAME AND TITLE:

9/18/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Douglas Ruhl, the undersigned representative of

Strategic Security Corp., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Douglas Ruhl Vice President

TYPE/PRINT NAME AND TITLE:

9/20/2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Douglas Ruhl, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Strategic Security Corp (Company) the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Vice President

Subscribed and sworn to me this 24 day of September 2024

By: Ana D Abruzzo

_____

Notary Public

ANA D ABRUZZO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AB6408327
Qualified in Suffolk County
My Commission Expires 08/24/2028

My commission expires 8/24/2028

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Strategic Security Corp.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

There are no affiliations with anyone.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

9/22/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other:_____	_____
5	_____	_____
6	_____	_____
7	_____	_____

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Douglas Ruhl, authorized representative for Strategic Security Corp.,
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ❑ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ❑ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☒ Have already been met (see attached copy of insurance certificate).

_____ 9/22/2024

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Douglas Ruhl, authorized representative for Strategic Security Corp.,
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ❑ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ❑ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☒ Have already been met (see attached copy of insurance certificate).

_____ 9/22/2024

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Douglas Ruhl, possess all of the APPLICABLE:

1. Licenses: B04124501

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

9/21/2024
Date

Strategic Security Corp.
Company

19 Bellemeade Ave,
Address

Smithtown NY 11787
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Strategic Security Corp.
(full, correct legal name)
2. Address: 19 Bellemeade Ave, Smithtown NY 11787

3. Telephone/Fax: 212-509-0547

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No x___

5. Is your Company authorized and/or licensed to do business in Texas?
Yes x___ No____

6. Where is the Company's corporate headquarters located? Smithtown NY

7. a. Does the Company have an office located in Edinburg, Texas?

Yes____ No x___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____(months)

c. State the number of full-time employees at the Edinburg office. _____

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes x____ No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

8 _____ (years) 3 _____(months)

c. State the number of full-time employees at the Hidalgo County office. 65

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes____ No x___

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Douglas Ruhl
Address: 19 Bellemeade Ave, Smithtown NY 11787
Telephone: 212-509-0547
Fax: _____
Email: druhl@sscctu.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.
N/A

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Strategic Security Corp.

Company Address:
19 Bellemeade Ave,

City, State, Zip Code:
Smithtown NY 11787

Historically Underutilized Business (State of Texas) Certification VID

Number: NA

Telephone No. 212-509-0547 Fax No._____

Email druhl@sscctu.com

Print:

Name: Douglas Ruhl Signature:_____

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	DR
Additional Cost (Attachment II in RFP)	DR
RFP Evaluation Criteria (Attachment III in RFP)	DR
Insurance Requirements (Attachment VI in RFP)	DR
*Insurance Requirement Acknowledgement (Attachment V in RFP)	DR
*Project Requirements Acknowledgement (Attachment VI in RFP)	DR
*Litigation Disclosure (Attachment VII in RFP)	DR
General Questionnaire (Attachment VIII in RFP)	DR
*Signature Page (Attachment IX in RFP)	DR
Submittal Checklist (Attachment X in RFP)	DR
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[FLORES INVESTMENTS, INC. DBA AMERICAN INVESTIGATIONS & SECURITY INTERNATIONAL] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

Flores Investments, Inc. DBA American Investigations & Security International Response

CONTACT INFORMATION

Company:
Flores Investments, Inc. DBA American Investigations & Security International

Email:
aisisecurity@gmail.com

Contact:
JoAnn Flores

Address:
30 Business Drive
BROWNSVILLE, TX 78521

Phone:
(956) 542-8256

Website:
www.aisisecurity.us

Submission Date:
Sep 24, 2024 11:15 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Proposal_Documents.pdf

2. If you have any proprietary documents, please attach the redacted document here.

Proprietary_Memo.pdf

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

COI.jpg

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.jpg

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.jpg

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.jpg

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.jpg

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

NonCollusion_Affidavit_of_Prime_Bidder.jpg

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Pass

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Conflict_of_Interest_Questionnaire.jpg

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Please download the below documents, complete, and upload.

- Attachment_II_-_Additional_...

Attachment_II_Additional_Cost.jpg

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Pass

Please download the below documents, complete, and upload.

- Attachment_IV_-_Insurance_R...

Attachment_IV_Insurance_Requirements.jpg

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_V_-_Insurance_Re...

Attachment_V_Insurance_Requirement_Acknowledgement.jpg

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_VI_-_Project_Req...

Attachment_VI_Project_Requirements_Acknowledgement.jpg

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_VII_-_Litigation...

Attachment_VII_Litigation_Disclosure_Form.jpg

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Fail

Please download the below documents, complete, and upload.

- Attachment_VIII_-_Security_...

Attachment_VII_Litigation_Disclosure_Form.jpg

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Pass

Please download the below documents, complete, and upload.

- Attachment_IX_-_Signature_P...

Attachment_IX_Signature_Page.jpg

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment_X._-_Submittal_C...

Attachment_X_Submittal_Checklist.jpg

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$24.04
2	Unarmed Guard	Per Hour	$19.98
3	Vehicle / ATV	Per Month	$1,740.00
4	*Other:___ Include in Attachment II ____	Per _____	$65.00

***** Designate Other additional cost either per Hour/Day/Month

American Investigations & Security International
A Division of Flores Investments, Inc.
"Your Individual Needs For Complete Security Protection"

CORPORATE: 30 Business Drive
Brownsville, Texas 78521
Tel: (956) 542-8256 / 831-4740
Fax: (956) 542-8294
www.aisisecurity.us *aisisecurity@gmail.com*

"2011 SBA Small Business Person of the Year" / "SBA 8A & SBE Certified Business"

Est. 1989

Contractor Qualifications

- Flores Investments, Inc. DBA American Investigations & Security International (AISI) has been in business since December 31st, 1989. We have been in business now for over 34 years. AISI is a Corporation (S) and is owned 100% by Mr. Daniel B. Flores. Mr. Flores founded the company and continues, to this day, to be the CEO. We have also attached AISI's Corporation Organization Chart.

- Copies of the Security Licenses issued by the Texas Department of Public Safety can be provided for officers that will be assigned, if contract is awarded.

- The contract, if awarded, will be overseen, and supervised by Mr. Dathan M. Flores, who is currently AISI's President and Chief of Operations. Mr. Flores also serves as the trainer for all our officers and ensures that all officers assigned have the knowledge of what the client is requesting. Mr. Flores has been with AISI for over 19 years. Alongside Mr. Flores is our Lieutenant, Mr. Alfonso Garcia Jr., who will also at times, if needed, be assigned to supervise the officers assigned. Lt. Garcia has been with AISI for over 12 years and is a second-generation employee.

- We have attached a list of our current clients for whom we are providing security guard services. As you can see, we provide security guard services for a state hospital, a health center, several private businesses, and we also provide security guard services, on an as needed basis for several other clients.

- AISI has, since its inception, done business as Flores Investments, Inc. DBA American Investigations & Security International.

- In the packet we have included a copy of our Class "C" Security Guard License. We have also included a copy of our Class "F" training school license. The advantage of having a Class "F" is that we can train all of our officers in house and ensure that they have gone through the required training.

  - Flores Investments, Inc. DBA American Investigations & Security International holds a Class "C" – Private Investigation and Security Contractor Company License that is issued by the Texas Department of Public Safety Regulatory Services Division.

Executive Summary

Flores Investments, Inc., is a State Chartered Corporation, which owns and operates American Investigations & Security International (A.I.S.I.). A.I.S.I. is located at 30 Business Dr., Brownsville, Texas 78521. Our business telephone number is (956) 542-8256. Our toll-free number is 1-888-994-8256. We have been in business now for over thirty-four (34) years.

We are licensed by The Texas Department of Public Safety/ Private Security Bureau as a Class "C" Licensee and also as a Licensed Training Academy. As a Class "C" Licensee, we are allowed to perform uniform guard services, investigative work, consulting work, armored car services and any other area involving the security profession. As a Licensed Training Academy, we are authorized to train individuals in the security and investigative field. Once an employee/cadet completes his/her training the applicant is issued a Certificate of Training and is registered with the Texas Department of Public Safety Private Security Bureau. All of our officers are licensed as required by the Texas Department of Public Safety/Private Security Bureau.

A.I.S.I. provides all our clients with all the resources needed to make their facility a safe environment for all. Because our company's core personnel have all been involved in law enforcement, we have established an excellent line of communication with Texas Department of Public Safety and local Police Department's Office.

A.I.S.I. will provide security officers as requested by the client.

A.I.S.I.'s vision is to provide the highest level of client service, integrity and professionalism in the security service industry, with the recognition that our employees are the reason for our success.

A.I.S.I. also provides in-house training for all officers assigned to our clients' jobsites. A.I.S.I. has also established site supervisors (lieutenant, sergeant, corporal). These officers are responsible for the duties of the officers under their command. Site supervisors are supervised by the patrol supervisors. The patrol supervisors are then supervised by the Chief of Security who oversees the dispatch division, patrol division and investigation division of the operation. Dispatch maintains radio/cell phone communication, time clock procedures and surveillance when needed. Dispatch coordinates with HR and Chief of Security on scheduling and ensures proper coverage. The Chief of Security directly supervises dispatch and scheduling for the officers alongside HR. A.I.S.I always follows a strict Chain of Command.

Qualifications

- A.I.S.I. has been in business for over 34 years. We are the largest locally owned security firm in South Texas. We have provided security services for numerous clients ranging from small, local owned businesses to Fortune 500 companies. Our firm strives to provide the best security guard services to every client that we serve. A.I.S.I. has an exceptional reputation for quality service. Today, we still provide services for Tipton Ford, our very first client, whom we have serviced since our inception. Our service clientele includes retail, educational facilities, campus security and hotels. A.I.S.I.'s administrative staff all have 10+ years of service and we have security officers who have been with our firm for over 20 years.

- A.I.S.I. is certified to provide four levels of security officers. A.I.S.I. is licensed as a training academy to ensure that our security officers receive the highest training available. A.I.S.I. is the only firm that is certified to provide Civil and Criminal Investigations, alarm systems, armored car services, courier services, security consultant and process server capabilities.

Project Work Plan

Flores Investments, Inc. DBA American Investigations & Security International

Corporate Office: 30 Business Drive, Brownsville, Texas 78521 / ***Office is open 24/7***
Contact Numbers: (956) 542-8256 / 1-888-994-8256 (Toll Free)
Email: aisisecurity@gmail.com

- American Investigations & Security International has the capability to provide professional services in a timely manner. A.I.S.I. will implement a training program as part of an ongoing staff development activity for all security officers. This process will provide a pool of qualified security officers that will provide security services, as requested, for the prevention and deterrence of theft, vandalism, fire, or other criminal acts affecting employees or property, as requested by our client. A.I.S.I. also has a strong and experienced management team with a proven track record and with the ability to work collaboratively with our clients to provide timely, high quality and cost-effective services and to ensure that the best service is being provided. We will also assign security officers who are hardworking, professional and effective to meet our client's needs.
- AISI's goal is to provide the best and most qualified security officers and services. We will train all of our officers to comply with all requirements set forth by the client.
- At A.I.S.I. all of our security officers are required to be in constant contact with our Dispatcher at our Command Center, which operates 24/7, to ensure that all locations, as requested by client, are staffed accordingly.

❖ Below are photo samples of A.I.S.I. uniforms assigned to security officers.





Uniform Policy / Wearing of Uniform

1. ***No member of the uniformed division shall ever appear for duty in civilian clothing without permission of a supervisory officer or the Chief of Operations.***

2. ***Members of the Agency are required to keep their uniforms and equipment in good condition and in perfect order and repair.***

3. ***No officer shall ever wear his/her uniform, or any part of it, when off duty, except with the permission of a supervisory officer or the Chief of Operations.***

4. ***No member of the Agency shall wear his/her uniform while under suspension and such member will immediately surrender his badge and identification card to the supervisory officer notifying him/her of his/her suspension.***

5. ***Officers, when appearing in any court as a witness, will by their manner and dress give an appearance of neatness and efficiency.***

6. ***All employees are required to have the following equipment for duty.***

    a. ***Name Plate***
    b. ***Bomber Jacket***
    c. ***Duty Belt***
    d. ***Flashlight***
    e. ***Raincoat***

Failure to follow Uniform Policy / Wearing of Uniform Policy will result in a write up that could lead to suspension and up to termination of employment.

Key Personnel and Security Officer's Personnel



Chief Executive Officer, Mr. Dan B. Flores,

Mr. Flores has over forty (40) years' experience in law enforcement and security training. He is currently licensed as the security manager of the firm and is certified by the Texas Commission on Law Enforcement and Security Officer Standards and Education (TCLEOSE) and has over 2000 hours of training in various areas of law and security enforcement. Mr. Flores is a graduate of the Texas D.P.S. Academy and served 20 years in law enforcement, has been the President for the Associated Security Services and Investigators of the State of Texas in the past. Mr. Flores, in 2011, was selected SBA Business Person of the Year.

President / Account Field Supervisor / Chief of Operations, Mr. Dathan M. Flores,

Mr. Flores has over twenty (20) years' experience with our firm. Mr. Flores oversees all day-to-day operations to ensure that all our officers are on site and fulfilling all contractual requirements. Mr. Flores is a Level II and Level III training instructor and is responsible for training all of AISI's officers both when hired and also does yearly refresher training to ensure all of our officers are properly performing their security duties. Mr. Flores also oversees management staff, and he is also AISI's gunsmith, who ensures that all weapons assigned to our armed security officers are functioning properly.

Chief Financial Officer, Mrs. Savannah Valdez,

Mrs. Valdez has over twenty (20) years' experience with our firm. She supervises all the day to day banking needs of our firm. She oversees our everyday cash flow and handles all accounts payable.

VP of Finance, Mrs. JoAnn Flores,

Mrs. Flores has over twenty-one (21) years' experience with our firm. She holds a vast expertise in the accounting field. She also handles all issues of accounting (employee pay, vacation, etc.) for the company and also handles the company accounts receivable. She handles clients in a firm but friendly matter. She also handles current and potential clients for our firm.

VP of Human Resources, Ms. Sofia Dalzell,

Mrs. Dalzell has over twenty-four (24) years' experience with our firm. She handles all issues of personnel matters for the company. She is very familiar and involved with the Texas Workforce Commission, Texas Department of Human Services and our DPS/PSB State Board that regulates our profession. She is highly respected by all the members of this firm.

Security Guard Personnel

Copies of all Security Officers Certification forms from the Texas Private Security Board of the Texas Department of Public Safety for officers that will be assigned can be provided, if requested, upon awarding of contract.

American Investigations & Security International
A Division of Flores Investments, Inc.
"2011 SBA Business of the Year"

"Your Individual Needs For Complete Security Protection"

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Fax: (956) 542-8294
1-888-994-8256
www.aisisecurity.us aisisecurity@gmail.com

AMERICAN INVESTIGATIONS SECURITY INTERNATIONAL
BROWNSVILLE TEXAS C-05980

" SBA 8A, HUB Zone, DBE & SBE Certified Business" **Est. 1989**

September 24th, 2024

To: City of Edinburg

Re: References

Below are references for clients that we are currently providing services for. Our goal is to develop a long term business relationship with our clients.

Tipton Ford / 34 Years
Mr. Jim Tipton / (956) 350-5600
jtipton@tiptonmotors.com
Currently Serving Since 1990

Tipotex Chevrolet / 33 Years
Mr. Mark Roberts / (956) 541-3131
mark@tipotexchevrolet.com
Currently Serving Since 1991

Dix Shipping, Inc. / 31 Years
Mr. Salvador Ortiz / (956) 831-4228
Currently Serving Since 1993 on an as needed basis

Cardenas Motors / 30 Years
Mr. Andy Hagan / (956) 542-3541
andy@sellscars.org
Currently Serving Since 1994

The Billiard Room / 25 Years
Mr. Carlos De la Rosa / (956) 542-4542
mybilliardroom@gmail.com
Currently Serving Since 1998

Wal-Mart Stores / 23 Years
Mr. Myles Bennett / (479) 277-5718
Myles.bennett@walmart.com
Currently Serving Since 2001 at 13 Locations Statewide

NESCTC Security Agency / 18 Years
Ms. Chelsea Conklin / (401) 921-1002
cconklin@nesctc.com
Currently Serving Since 2006 on an as needed basis

Pronto Carriers Inc. / 8 Years

Ms. Sofia Pineda / (956) 831-0177
Currently Serving Since 2016

Brownsville Community Health Center / 11 Years

Mr. Jay Acosta / (956) 548-7400
jacosta@brownsvillechc.org
Currently Serving Since 2013 at 4 locations

Oak Farms Dairy / 8 Years

Mr. David Millard / (512) 470-3902
david.millard@dfamilk.com
Currently Serving Since 2016

C & V Export / 5 Years

Mr. Dan Vela / (956) 371-4787
cv5024@aol.com
Currently Serving Since 2019 on an as needed basis

Rio Grande State Center / 3 Years

Mr. Ray Ramos / (956) 341-1818
Ray.Ramos@hhs.texas.gov
Currently Serving Since 2021

Brownsville Metro / 1 Year

Mr. Juan Gonzalez / (956) 538-3085
juan.gonzalez@brownsvilletx.gov
Service this contract on emergency / as needed basis only

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A Division of Flores Investments, Inc.

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Fax: (956) 542-8294
1-888-994-8256 *www.aisisecurity.us* *aisisecurity@gmail.com*



"2011 SBA Small Business Person of the Year / SBA 8A & SBE Certified Business" Est. 1989

Training

A.I.S.I. has its own training program. Due to the fact that we are a license training academy, we have the advantage of training our officers on a regular basis. We train in the areas of:

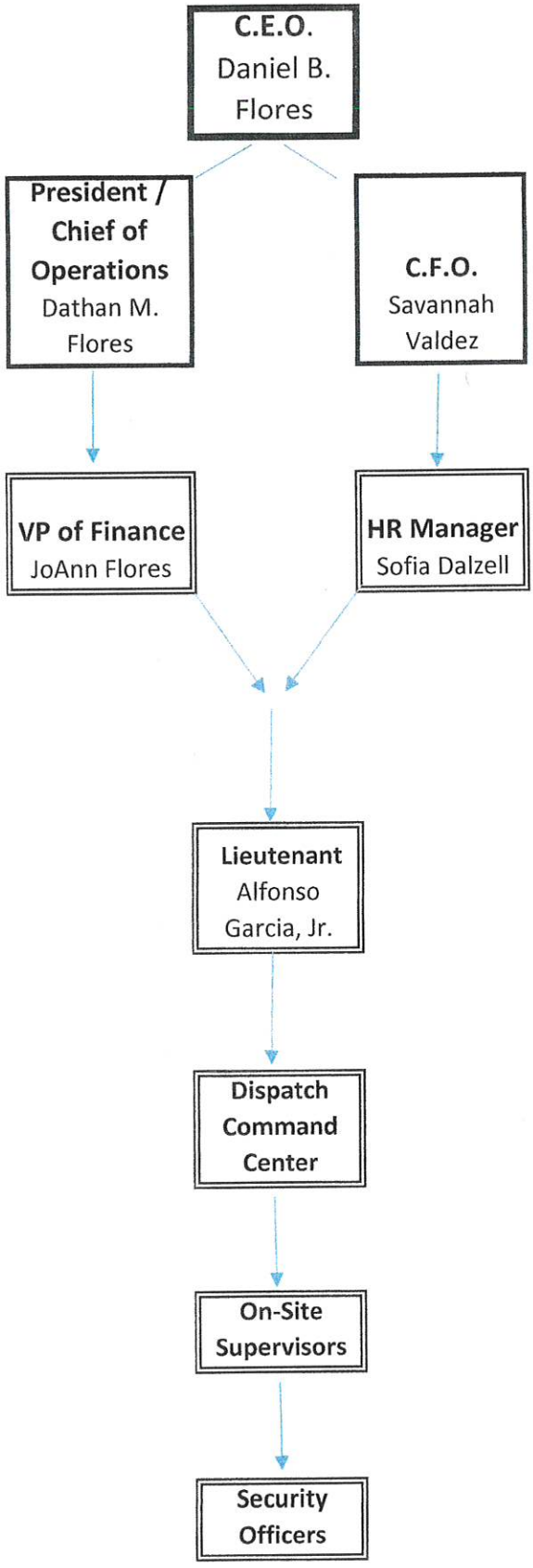
1. Inter-Personal Communications
2. Report Writing and Documentation
3. Customer Service
4. Personal Protection
5. Level II and III State Security Courses
6. Use of Force
7. Homeland Security and Terrorism Awareness
8. Texas Penal Code
9. Traffic Control
10. Conflict Resolution
11. Communications
12. Sexual Harassment
13. First Aide / CPR

All of our training is being conducted by duly authorized Certified Instructors licensed by the State of Texas. Most of our training is done at our Corporate Training facility in Brownsville, Texas by our Chief of Security, Mr. Randy Paredes.

Security officers assigned to this project will be closely supervised from the beginning to ensure that the work is performed in a professional manner. The daily reports generated will be made part of our daily informal discussions and formal monthly security update meetings.

Flores Investments, Inc. DBA AISI

Corporation Organization Chart



Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

AMERICAN INVESTIGATIONS AND SECURITY INTERNATIONAL

C05980

Is Duly Licensed as

Investigations / Security Contractor
Private Investigation Company
Courier Company
Armored Car Company
Alarm Company
Guard Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 12/31/2024

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

AMERICAN INVESTIGATIONS & SECURITY INTERNATIONAL

F00634

Is Duly Licensed as

Training School
Level 3 Training School
Level 4 Training School

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 09/30/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number: **1742695078200**
Approval Date: **August 5, 2021**
Scheduled Expiration Date: **August 5, 2025**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

Flores Investments, Inc. DBA American Investigations & Security International

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **August 5, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR PROFESSIONAL SECURITY GUARD SERVICES
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and VENDOR (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to rènder services in connection therewith:

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Vendor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall perform the Services described in **Exhibits "A".**

B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

E. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the

Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

G. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

SECTION V
PAYMENT AND FEES

City agrees to pay Vendor for Services being contracted herein as follows:

A. City agrees to pay Vendor $____ per hour for Unarmed Security Officers (Uniformed), $_____ per hour for Armed Security Officers (Uniformed), $_____ per hour for Vehicle/ATV of an Unarmed Officer and $_____ per hour for Vehicle/ATV of an Armed Officer. City shall also pay Vendor for any time over the contracted hours per week, when applicable.

B. Vendor shall submit all invoices to City in accordance with City regulations. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Vendor has failed to provide and maintain required insurance;

d. Any Services are defective, requiring correction or replacement;

e. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Vendor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue for a two-year period. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional one-year term upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance

with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City

(or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by

nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

NAME
ADDRESS

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants

of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis
City Attorney

VENDOR NAME

BY:_____
Name Flores Investments Inc DBA AIS I
Address 30 Business Dr. Brownsville, Tx 78521
Phone: (956) 542-8256
Fax: (956) 542-8294

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance

B. 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.

C. 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.

D. Locations of services

1. Solid Waste Management – 8601 N. Jasman Rd.
    a. Single Officer – 24/7
2. Edinburg City Hall – 415 W. University Dr.
    a. Single Officer – Monday through Friday 10.5 hours per day
3. Edinburg Air Port – 1300 E. FM 490
    a. Single Officer – Monday through Sunday 17 hours per day, 24 hours on Holidays
4. Boys and Girls Club – 702 Cullen St.
    a. Monday through Friday 2.25 hours per day

AISI does have a minimum 4 hour requirement per shift for any location where services are provided

5. Dustin Michael Sekula Memorial Library – 1906 S. Closner Blvd.
    a. Single Officer – Monday through Thursday 4.5 hours per day and Saturday through Sunday 4 hours per day

E. Guard is to observe all persons entering or leaving premises.

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

G. Guard will call appropriate Law Enforcement officials immediately in the event of a crisis situation.

H. 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 Security Guard Service.

I. Security Guard Service should have adequate employees available to handle any necessary substitutes as well as hours required after 5:30 p.m.

J. 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 hour's 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

American Investigations & Security International
A Division of Flores Investments, Inc.
"Your Individual Needs For Complete Security Protection"

CORPORATE: **30 Business Drive**
Brownsville, Texas 78521
Tel: (956) 542-8256 / 831-4740
Fax: (956) 542-8294
www.aisisecurity.us *aisisecurity@gmail.com*



"SBA 8A & SBE Certified Business" **Est. 1989**

September 24th, 2024

Flores Investments, Inc. DBA American Investigations & Security International (AISI) will disclose, if needed and requested, proprietary documents, if awarded the Professional Security Guard Services contract.

Thank you,

JoAnn Flores
VP of Finance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/14/2024

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

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

PRODUCER Bert Whisenant Insurance 14 East Levee Brownsville TX 78520	CONTACT NAME: Cassandra Velasquez-Garcia PHONE (A/C, No, Ext): (956) 546-4222 FAX (A/C, No): (956) 546-0157 E-MAIL ADDRESS: csr1@bwi-ins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Kinsale Insurance Company	38920
INSURER B :	Infinity County Mutual Insurance Co	13820
INSURER C :	Texas Mutual Ins. Co.	22945
INSURER D :	Kinsale Insurance Company	38920
INSURER E :		
INSURER F :		

INSURED
Flores Investments, Inc., DBA: American Investigations and Security International
30 Business Dr
Brownsville TX 78521

COVERAGES CERTIFICATE NUMBER: CL2471902075 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	0100250912-02	07/23/2024	07/23/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 10,000 $ 50,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	50014254101	09/02/2024	09/02/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001244830	12/05/2023	12/05/2024	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability	Y	Y	0100250155-1	07/23/2024	07/23/2025	General Aggregate Each Occurrence	$1,000,000 $1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

B.R. Whisenant, Jr.

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- Texas Local Government Code Chapter 171.004
- City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date: 09/24/24

Company/Vendor Name: Flores Investments, Inc. DBA A.I.S.I.

Printed Name and Title: JoAnn Flores VP of Finance

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, JoAnn Flores, the undersigned representative of Flores Investments, Inc. DBA A.I.S.I. (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

JoAnn Flores VP of Finance

TYPE/PRINT NAME AND TITLE:

09/24/24

DATE:

SENATE BILL 13 VERIFICATION

I, JoAnn Flores, the undersigned representative of Flores Investments, Inc. DBA A.I.S.I. (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

JoAnn Flores VP of Finance

TYPE/PRINT NAME AND TITLE:

09/24/24

DATE:

SENATE BILL 19 VERIFICATION

I, JoAnn Flores, the undersigned representative of Flores Investments, Inc. DBA A.I.S.I. (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*
       - *(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.*

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   - *a) firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   - *b) a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association federation, business league, or business organization that:*
   - *a) is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   - *b) has two or more firearm entities as members; and*
   - *c) is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

JoAnn Flores VP of Finance

TYPE/PRINT NAME AND TITLE:

09/24/24

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Dathan M. Flores, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Flores Investments, Inc., the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President

Subscribed and sworn to me this 24th day of September 2024

By:

Notary Public

JOANN FLORES
NOTARY PUBLIC
STATE OF TEXAS
ID# 12244617
EXPIRES 2-28-2025

My commission expires 02/28/2025

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No N/A

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7 [signature] * My Conflict & Interest 09/24/24

Signature of vendor doing business with the governmental entity Date

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other:_____	_____
5	Vehicle	$435.00 per week
6	Cell Phone (if required)	$12.50 per week per phone
7	_____	_____

ATTACHEMNT IV
INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to the CITY hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;

5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

I, JoAnn Flores, representative of Flores Investments, Inc. DBA AISI acknowledge that I have received and read the Insurance Requirements Acknowledgement Form.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, JoAnn Flores, authorized representative for Flores Investments, Inc. DBA A.I.S.I.
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☐ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)

- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $1,000,000

Automobile Liability: $1,000,000 General Liability: $1,000,000

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☑ Have already been met (see attached copy of insurance certificate).

Authorized Representative

09/24/24
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, JoAnn Flores for Flores Investments, Inc. DBA AISI, possess all of the APPLICABLE:

1. Licenses: See Attached Licenses

2. Bonds: N/A

3. Certificates: See Attached Certificate

4. Permits: N/A

5. Other: N/A

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

09/24/24
Date

Flores Investments, Inc. DBA A.I.S.I.
Company

30 Business Drive
Address

Brownsville, TX 78521
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Flores Investments, Inc. DBA American Investigations & Security International (AISI)

Company Address:
30 Business Drive

City, State, Zip Code:
Brownsville, TX 78521

Historically Underutilized Business (State of Texas) Certification VID

Number: 1742695078200

Telephone No. (956) 542-8256 Fax No. (956) 542-8294

Email aisisecurity@gmail.com

Print:

Name: JoAnn Flores for Dan B. Flores Signature:

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature **authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	
Additional Cost (Attachment II in RFP)	
RFP Evaluation Criteria (Attachment III in RFP)	
Insurance Requirements (Attachment VI in RFP)	
*Insurance Requirement Acknowledgement (Attachment V in RFP)	
*Project Requirements Acknowledgement (Attachment VI in RFP)	
*Litigation Disclosure (Attachment VII in RFP)	
General Questionnaire (Attachment VIII in RFP)	
*Signature Page (Attachment IX in RFP)	
Submittal Checklist (Attachment X in RFP)	
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[OPS INC SECURITY SERVICES] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

OPS Inc Security Services Response

CONTACT INFORMATION

Company:
OPS Inc Security Services

Email:
procurement@opsincmail.com

Contact:
Andrew Dimian

Address:
701 N BRAND BLVD STE 840
Glendale, CA 91203

Phone:
N/A

Website:
N/A

Submission Date:
Sep 24, 2024 11:06 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

PROPOSAL_FINAL.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

CLI_-_OPS_INC_Security_Services.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Form_1295_Certificate_101268994.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Please download the below documents, complete, and upload.

- Attachment II - Additional ...

Attachment_II_-_Additional_Cost.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Please download the below documents, complete, and upload.

- Attachment_IV_-_Insurance_R...

CLI_-_OPS_INC_Security_Services.pdf

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment_V_-_Insurance_Re...

Attachment_V_-_Insurance_Requirement_Acknowledgement.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment_VI_-_Project_Req...

Attachment_VI_-_Project_Requirements_Acknowledgement.pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Please download the below documents, complete, and upload.

- Attachment_VII_-_Litigation...

Attachment_VII_-_Litigation_Disclosure_Form.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Please download the below documents, complete, and upload.

- Attachment_VIII_-_Security_...

Attachment_VIII_-_Security_Consultant_Qualifications_General_Questionnaire.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Please download the below documents, complete, and upload.

- Attachment_IX_-_Signature_P...

Attachment_IX_-_Signature_Page.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Please download the below documents, complete, and upload.

- Attachment_X._-_Submittal_C...

Attachment_X._-_Submittal_Checklist.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$35.00
2	Unarmed Guard	Per Hour	$27.75
3	Vehicle / ATV	Per Month	$2,700.00
4	*Other:___ Include in Attachment II ____	Per _____	$35.00
*** Designate Other additional cost either per Hour/Day/Month**			

BID PROPOSAL

PROFESSIONAL SECURITY GUARD SERVICES (RFP 2024-020)

PROPOSAL FOR:
City of Edinburg

DATE :
24 September 2024



SMALL BUSINESS SBE CERTIFIED ENTERPRISE

OPS Inc.
Security Services

(800) 674-9310
opsincsecurity.com

Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540

Ms. Cardenas,

OPS Inc Security Services is pleased to submit our proposal in response to RFP # 2024-020 for Professional Security Guard Services for the City of Edinburg. As a licensed security operator in California, we pride ourselves on delivering exceptional security solutions tailored to the specific needs of our clients.

Being a small business enterprise, OPS Inc Security Services brings a unique blend of experience, discipline, and commitment to every project we undertake. Our team, composed of seasoned professionals with backgrounds in law enforcement and military service, is dedicated to providing robust security solutions tailored to the specific needs of our clients. We have extensive experience in managing similar projects and have consistently demonstrated our ability to meet and exceed the expectations of our clients.

We are committed to working closely with the City of Edinburg to achieve the highest levels of safety and security for all locations indicated in the scope of work. We look forward to the opportunity to discuss our proposal in more detail and to explore how we can contribute to the continued success and security of the City of Edinburg.

Thank you for considering our proposal. Should you have any questions or require further information, please do not hesitate to contact me directly at 818-294-5098 or via email at procurement@opsincmail.com.

Sincerely,

Andrew Dimain
Procurement Head
OPS Inc Security Services
8200 Wednesbury Ln, Suite 330A
Houston, TX 77074
Website: www.opsincsecurity.com

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EXECUTIVE SUMMARY

OPS Inc. Security Services is a full-service private security company based in Houston, Texas. Since the corporation's inception in 2019, OPS Inc. Security Services has swiftly ascended as a paragon in the security industry with having more than 80 active fully-trained guards securing our clients. Founded with the vision of fortifying businesses with unparalleled security solutions, our journey is one marked by dedication, innovation, and strategic partnerships.

Our commitment to excellence caught the eye of the nation in early 2020 when OPS Inc was featured in a special segment on Fox News. This exposure highlighted our innovative approach and dedication to client safety, placing us on the national radar as a leading security firm.

Our expertise has since attracted collaborations with prestigious organizations and showcases our versatility and adaptive capabilities, catering to diverse security needs. We service an array of clients, consisting of residential property, commercial properties, banks, shopping centers, management, and entertainment companies. In addition, notable partnerships include securing facilities and assets for California Cryo, implementing advanced security measures for Amazon, and ensuring the safety of critical care environments at ECC Memorial Hospital. Each partnership is a testament to our ability to adapt and deliver custom security solutions across various industries.

We recognize that the most important asset of our company is our employees. We understand that to get the very best from our security personnel we must strive to empower them to be the very best they can be. We do this through ample training done in-house, a robust retention program, and frequent check ins and retraining. The result of our philosophy is an industry defining low turnover rate, which allows us to supply our customers with a higher overall level of security service and unmatched consistency.

As we continue to grow and protect industry leaders, our mission is steadfast: to provide the highest level of security service, anticipate the needs of an ever-changing world, and ensure peace of mind for our clients. In addition, OPS Inc Security Services remains committed to innovation and excellence. We're pledged to consistently meet and exceed our client's needs and expectations. We solicit customer feedback on an ongoing basis, so we know how to improve our service. In addition, we understand that clients sometimes have unforeseen needs for security service therefore providing a 24/7 dispatcher can provide a fast response to every inquiry.

OPS Inc. Security Services products and services quoted in the proposal are in full accord with the specifications of this bid.

QUALIFICATIONS

OPS Inc. Security Services, serving California and Texas, provides cost-effective, 24/7 security guard protection tailored to meet each client's unique needs. Unlike a one-size-fits-all approach, OPS Inc. customizes its security solutions to address specific risks and challenges. The company's pricing is transparent, without hidden charges, and factors in key considerations such as location, facilities, hours of operation, and required personnel, ensuring clients receive security services designed specifically for them. This approach guarantees both practicality and value.

With a dedicated team of 80 trained security guards and an owner with extensive experience in security operations in California and Texas, we are confident in our ability to deliver reliable and effective security solutions for the City of Edinburg. Our onsite guards are highly skilled professionals with a thorough background check, a minimum of 5 years of security-related experiences and are always handpicked by our security experts.

We specialize in various security services, including vehicle patrol, event security, armed and unarmed protection, off-duty officers, construction site security, and fire watch. This broad range of expertise ensures that we can meet the unique requirements of your project, including the need for daily patrols, detailed reporting, and seamless communication with city staff and law enforcement agencies.

Within the first month of service, OPS Inc. Security Services conducts drills and training sessions to prepare staff and visitors for emergencies. This includes identifying exit routes and effectively responding to law enforcement in violent situations. Our extensive experience in security services equips our guards with the necessary qualifications and training to handle the demands of diverse environments. They engage with staff and visitors, monitor premises, and create a safe atmosphere. Additionally, our personnel are trained in customer service, ensuring a friendly and helpful approach to addressing concerns.

We utilize handheld devices with GPS tracking and real-time reporting capabilities, such as the Tracktik platform, to monitor patrol routes and observations effectively. In addition to traditional security services, we offer specialized solutions like bi-weekly door lock audits, weekly supervisor site-visits, and proactive reporting for various issues.

Core Competencies: OPS Inc Security Services offers a wide array of security solutions tailored to meet the diverse needs of our clients:

- **Armed Security and Personal Protection**: High-level security for individuals and high-risk areas.
- **Event Security**: Comprehensive management of security at various events, including private and public gatherings.
- **Construction Site Security**: Dedicated services for construction sites to prevent theft and vandalism.

- **Concierge/Front Desk**: Professional front desk services ensuring security and assistance.
- **Executive Protection**: Personal protection services for high-profile individuals.
- **Courtesy Patrol**: Routine patrolling services to maintain safety and security in communities.

Differentiation
Our proactive approach sets us apart in the security industry. We utilize advanced technology, such as geo-tagging and real-time reporting, to ensure effective monitoring and management. Our 24/7 hands-on dispatch center allows for quick and efficient response to incidents. We provide comprehensive incident reports and maintain meticulous project timelines, ensuring all security setups are operational as per the agreed schedule. Our military-grade discipline and personalized service approach enable us to deliver unparalleled security solutions.

OPS Inc. Security Services affirms the following:

1. OPS Inc. Security's employees are U.S. Citizens or with proper work authorization at least twenty- one (21) years of age with no prior felony convictions or other convictions as detailed in Ed. Code §§44009, 44010 and 44011.
2. OPS Inc. Security's employees all possess a valid Texas Driver's License.
3. OPS Inc. Security's employees all possess a valid Texas Guard Card and all state certifications.
4. OPS Inc. Security complies with BSIS training requirements under SB 1626 (July 1, 2000) wherein security guards in K-14 school districts or Texas community college districts must complete a course of training developed by BSIS.

LICENSES

Small Business Certificate

Printed on: 3/25/2024 2:47:42 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 2038191

Legal Business Name:
OPS Inc. Security Services

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:
701 N BRAND BLVD STE 840
Glendale
CA 91203

Email Address:
accounting@opsincmail.com

Business Web Page:

Business Phone Number:
818/294-5098

Business Fax Number:

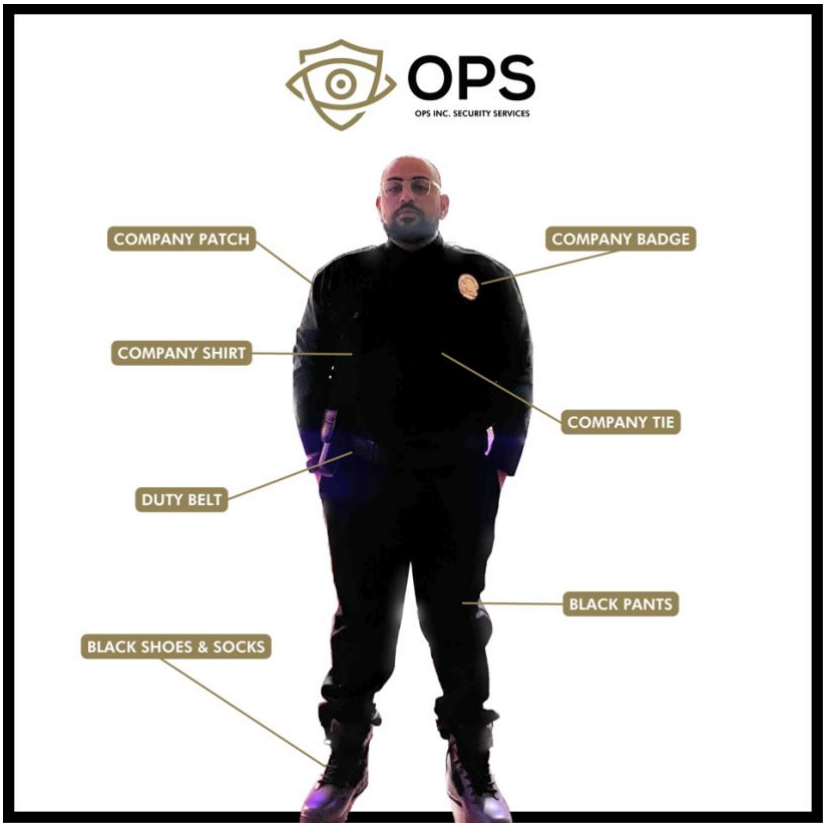
Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	03/25/2024	03/31/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

UNIFORM STANDARD



OPS INC. SECURITY'S VEHICILE FLEET



GUARDS AND FIELD SUPERVISORS

Organization Chart

OPS Inc. Security Services is owned by Joseph Farag and Andrew Dimian. As the Chief Executive Officer, Joseph Farag holds the highest position in the company and is responsible for making major corporate decisions, managing the overall operations and resources of the company, and acting as the main point of communication between the board of directors and corporate operations. Andrew Dimian, as the Head of Procurement, is responsible for overseeing the sourcing, purchasing, and negotiation of goods and services necessary for the organization's operations.

The Operations Manager focuses on overseeing and optimizing the daily operations of the company. He ensures that the services delivered are efficient, effective, and meet the highest standards of quality. The Operations Manager reports directly to the Chief Executive Officer or Head of Procurement.

Support Staff, which includes administrative staff, manages schedules, takes care of office tasks, and assists with clerical work. OPS Inc Security Services' support staff plays a crucial role in bridging the gap between high-level objectives and practical implementation. Depending on the department's purpose (financial or operations), they also report directly to the Chief Executive Officer or Head of Procurement.

Team Leaders and Field Supervisors are in charge of the ground security teams. They ensure that field operations are in accordance with the overall operational strategies established by top management, reporting directly to the Chief Executive Officer or through the Operations Manager.

Field Personnel, consisting of security officers, are the frontline employees in charge of providing security services and answer to their corresponding Team Leaders or Security Managers. In addition, Emergency Response and Crisis Management Teams are trained for particular emergency scenarios, reporting either directly to the Chief Executive Officer or to the Operations Manager.

The lines of authority typically follow a top-down approach, starting from the Chief Executive Officer and Head of Procurement, Operations Manager, Support Staff, Team Leaders and Field Supervisors, and finally to the Field Personnel

OPS Inc. Security Services adheres to the provisions of the RFP and acknowledges that the above-mentioned key personnel shall be available throughout the duration of this project as specified. In addition, OPS Inc. Security Services acknowledges that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

Resumes Of Key Personnel

JOSEPH FARAG

Chief Executive Officer, Director of Operations

EDUCATION:

Bachelor's Degree in Political Science
CAL Baptist University

Associates Degree in Political Science
Santa Monica College

High School
Hamilton High School

PROFESSIONAL EXPERIENCE:

Chief Executive Officer
OPS INC Security Services; Woodland Hills, CA / 2019 – Present

- As the CEO of OPS Inc. Security Services, Joseph has been instrumental in defining and executing the company's strategic vision, with a particular emphasis on security management and client protection. Overseeing a dedicated team, he's implemented robust security protocols aimed at ensuring the safety and confidentiality of client assets. Joseph's role as CEO involves optimizing internal processes, fostering efficiency, and managing security guards to maintain a strong and vigilant security presence.

Operations Manager
Progressive Protective Services; Moreno, CA / 2015 – 2019

- Operations Manager, Joseph has led cross-functional teams in successfully executing projects to enhance the organization's security posture. This includes overseeing day-today operations, implementing advanced security measures, and managing security personnel to provide comprehensive protection for our clients. His focus has been on developing and maintaining a security infrastructure that not only meets regulatory standards but exceeds client expectations

Armed Security Guard
Prestige Security Services Inc; Culver, CA / 2013 – 2015

- During Joseph's tenure as an Armed Security Guard at Prestige Private Security from 2013 to 2015, he provided armed security services, maintaining a visible and authoritative presence to deter unauthorized access and criminal activities. He

conducted thorough security checks and inspections, ensuring the safety and security of personnel, assets, and premises. Collaborating with law enforcement agencies, he responded effectively to

LICENSES/CERTIFICATIONS:

- PPO Qualified Manager
  License No. 9639

- Private Patrol Operator
  License No. 120843 Expiration: 02/28/2026

ANDREW DIMIAN
Head of Procurement

PROFESSIONAL EXPERIENCE:

Head of Procurement
OPS INC Security Services Inc; Woodland Hills, CA / Nov 2019 – Present

- As the Head of Procurement, Andrew is accountable for overseeing financial operations and is responsible for managing the sourcing, purchasing, and negotiation of goods and services essential for the organization's operations.

Chief Executive Officer
Digital Age Marketing; Los Angeles, CA / Aug 2017 – Present

- DAM Inc. is a marketing firm whose approach is more like that of a fully-integrated marketing department. As Chief Executive Officer, Andrew works with management and staff to ensure every detail of "the experience" a client or customer may have meets and delivers on any promises made via the creative process.

Chief Executive Officer
Power Washing Pros; Tarzana, CA / Aug 2016 – Present

- As the Chief Executive Officer of a thriving power washing company, Andrew brings over 7 years of comprehensive experience in leading and growing a business dedicated to excellence in service and innovation in cleaning solutions.

Chief Executive Officer
Catering Pros; Culver, CA / Sep 2015 – Sep 2019

CERTIFICATIONS:

- Certified Protection Officer
- PC 832 Arrest & Firearms Course
- Certified Expert Security Officer
- California Firearm Permit
- Carry Concealed Weapons

Wilbert Figueroa
Security Supervisor

PROFESSIONAL EXPERIENCE

OPS Inc Security Services - *Security Officer; West Covina, CA.* 2020 – Present

- Patrol-buildings and perimeters
- Directed people who need assistance
- Reporting-to client, OPS INC SECURITY SERVICES emergency services
- Security-locking and unlocking appropriate doors and/or gates
- Inspect-security, safety and fire
- Control-entrance movement of pedestrian and vehicular traffic
- Escorts-material and personnel

Green Night Security - ***Torrence****, CA.* 2018– 2020

- Control-entrance movement of pedestrian and vehicles
- Conducting hourly patrols, inspecting door locks
- Private event security

SafeGuard On Demand. – ***Fountain Valley****, CA.* 2016 –2018

- Conducting hourly patrols, inspecting door locks
- Patrolled on a vehicle around the perimeter

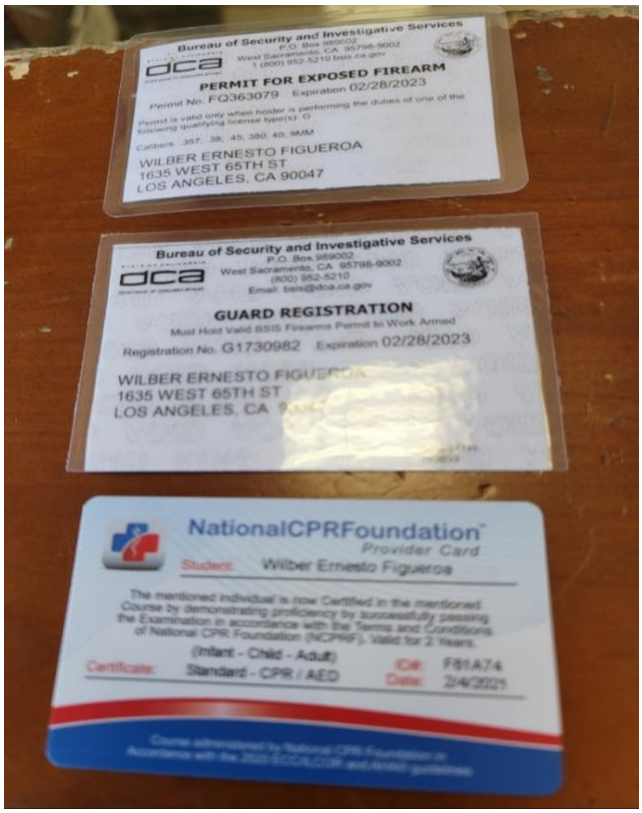
Sphinx Security Service *– Los Angeles, CA.* 2012 – 2016

- Control-entrance movement of pedestrian and vehicles
- Conducting hourly patrols
- Private event security
- Inspecting door locks

CERTIFICATES

- Guard Card
- Baton Permit
- National CPR Foundation
- Permit for Exposed Firearm
- First Calamerican Security Inc.
- Certificate of Competency – Handcuffs


Bureau of Security and Investigative Services
PERMIT FOR EXPOSED FIREARM
Permit No. FQ363079 Expiration 02/28/2025
WILBER ERNESTO FIGUEROA
1635 WEST 65TH ST
LOS ANGELES, CA 90047
Bureau of Security and Investigative Services
P.O. Box 989002
West Sacramento, CA 95798-9002
(800) 952-5210
Email: bsis@dca.ca.gov
GUARD REGISTRATION
Must Hold Valid BSIS Firearms Permit to Work Armed
Registration No. G1730982 Expiration 02/28/2025
WILBER ERNESTO FIGUEROA
1635 WEST 65TH ST
LOS ANGELES, CA 90047
Receipt No.


Bureau of Security and Investigative Services
PERMIT FOR EXPOSED FIREARM
Permit No. FQ363079 Expiration 02/28/2023
WILBER ERNESTO FIGUEROA
1635 WEST 65TH ST
LOS ANGELES, CA 90047
Bureau of Security and Investigative Services
GUARD REGISTRATION
Must Hold Valid BSIS Firearms Permit to Work Armed
Registration No. G1730982 Expiration 02/28/2023
1635 WEST 65TH ST
NationalCPRFoundation
Provider Card
Student: Wilber Ernesto Figueroa
(Infant - Child - Adult)
Standard - CPR / AED

Anthony Avila
Security Officer

PROFESSIONAL EXPERIENCE

OPS Inc Security Services **-** *Glendale, CA.* 2020 – Present

- Patrol-buildings and perimeters
- Directed people who need assistance
- Reporting-to client, OPS INC SECURITY SERVICES emergency services
- Security-locking and unlocking appropriate doors and/or gates
- Inspect-security, safety and fire
- Control-entrance movement of pedestrian and vehicular traffic
- Escorts-material and personnel

The Music Center Security Department *– Los Angeles, CA.* 2019 – 2020

- Securing premises and personnel by patrolling property
- Monitoring surveillance equipment
- Inspecting buildings, equipment, access points and permitting entry
- Obtaining help by sounding alarms
- Preventing losses and damages by reporting irregularities
- Informing violators of policy and procedures and restraining trespassers.
- Removing transients, People of Interest (POI) and trespassers

SafeGuard On Demand **-** *Fountain Valley, CA.* 2016 – 2019

- Conducting hourly patrols
- Patrolled on a vehicle around the perimeter
- Inspecting door locks

CERTIFICATES

- Guard Card
- National CPR Foundation
- Baton Permit
- Teargas training certificate


CPR AND MORE
CPR, FIRST AID & AED
Adult, Child, Infant CPR, First Aid and AED
Adult, Child, Infant CPR and AED only
First Aid only
Anthony Avila
STUDENT NAME
DATE TAKEN 09/22/2023
RENEWAL DATE 09/2025
California USA DRIVER LICENSE
DL B6950148
CLASS C
EXP 01/18/2029
END NONE
LN AVILA
FN ANTHONY JAVIER
109 WISEMAN WAY APT E
UPLAND, CA 91786
DOB 01/18/1981
RSTR NONE
01181981
SEX M
HAIR BAL
EYES BRN
HGT 6'-01"
WGT 280 lb
ISS 10/28/2023
State of California
Department of Consumer Affairs
Bureau of Security & Investigative Services
P. O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000
www.bsis.ca.gov
BATON PERMIT
Anthony Javier Avila
HAS SUCCESSFULLY COMPLETED A BUREAU CERTIFIED BATON COURSE
WHICH MEETS THE REQUIREMENTS OF SECTIONS 22295 (b) OF THE PENAL
CODE AND 7585.9 OF THE BUSINESS AND PROFESSIONS CODE
1553887
Baton Permit No.
THIS PERMIT IS VALID ONLY WHEN THE HOLDER POSSESSES
A VALID SECURITY GUARD REGISTRATION CARD
(Rev 1/14)
Bureau of Security and Investigative Services
P.O. Box 989002
CONSUMER AFFAIRS West Sacramento, CA 95798-9002
(800) 952-5210
Email: bsis@dca.ca.gov
GUARD REGISTRATION
Must Hold Valid BSIS Firearms Permit to Work Armed
Registration No. G1859384 Expiration 03/31/2026
ANTHONY JAVIER AVILA
109 WISEMAN WAY APT E
UPLAND, CA 91786-5986
Certificate of Training
This is to certify that
Anthony Avila
has successfully completed training in the defensive use of
TEAR GAS/OC PEPPER SPRAY – 4 hrs
Instructor: Joel Pennigar TIF-2044 Practical Defense Systems TFF-1296
Certificate #4907255 Issued on: 08/20/2015

Rodolfo Johnson
Security Officer

PROFESSIONAL EXPERIENCE

OPS Inc Security Services - *Glendale, CA.* 2022 – Present

- Patrol-buildings and perimeters
- Directed people who need assistance
- Reporting-to client, OPS INC SECURITY SERVICES emergency services
- Security-locking and unlocking appropriate doors and/or gates
- Inspect-security, safety and fire
- Control-entrance movement of pedestrian and vehicular traffic
- Escorts-material and personnel

G4S Security Solutions – *Santa Maria*, *CA.* 2018 – 2022

- Retrieve and transport detainees/custody's from State and Federal prisons
- Handcuffing, monitoring, booking and processing of detainees in DHS/ICE database
- Maintain vehicle data entry as per maintenance requirements

ParagonSystem – *San Luis Obispo*, *CA.* 2017 – 2018

- Retrieve and transport detainees/custody's from State and Federal prisons
- Handcuffing, monitoring, booking and processing of detainees in DHS/ICE database
- Maintain vehicle data entry as per maintenance requirements

CERTIFICATES

- Guard Card
- Baton Permit
- National CPR Foundation

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

LICENSING DETAILS FOR: 6281154

NAME: JOHNSON, RODOLFO BENITO

LICENSE TYPE: SECURITY GUARD

PRIMARY STATUS: CURRENT

ADDRESS OF RECORD

LOMPOC CA 93436-6314
SANTA BARBARA COUNTY

ISSUANCE DATE	SEPTEMBER 13, 2016	**EXPIRATION DATE**	SEPTEMBER 30, 2024	**CURRENT DATE / TIME**	MAY 16, 2024 8:8:25 AM

LICENSE RELATIONSHIPS

GUARD TO BATON PERMIT

LICENSE/REGISTRATION ROLE: GUARD

RELATED PARTY ROLE: BATON PERMIT

NAME: JOHNSON, RODOLFO BENITO

LICENSE/REGISTRATION TYPE: BATON PERMIT

LICENSE NUMBER: 1541147 **PRIMARY STATUS:** CURRENT

ADDRESS :
LOMPOC CA 93436-6314
SANTA BARBARA COUNTY

QUALIFYING FIREARM PERMIT

LICENSE/REGISTRATION ROLE: BUSINESS OR PROFESSIONAL LICENSE

RELATED PARTY ROLE: EXPOSED FIREARM PERMIT

NAME: JOHNSON, RODOLFO BENITO

LICENSE/REGISTRATION TYPE: EXPOSED FIREARM PERMIT

LICENSE NUMBER: 2619531 **PRIMARY STATUS:** CURRENT

ADDRESS :
LOMPOC CA 93436-6314
SANTA BARBARA COUNTY

REFERENCES

Coastal Christian School
1005 North Oak Park Boulevard, Arroyo Grande, California, 93420
Ted Malley – Manager
(805) 215-8145
tedmalley@ccspismo.com
Contract Period: March 2023 - Present

Civic Center – City of Vista
200 Civic Center Dr, Vista, CA 92084, USA
Keith Gardner - Facilities/Utilities Supervisor
kgardner@cityofvista.com
(760) 643-5480
Contract Period: July 2024 - Present

IMC Companies - National Accounts, LLC
1618 E Lomita Blvd., Wilmington, CA 90744
Robert Counce - Manager
rcounce@imcc.com
(901) 334-4058
Contract Period: September 2023 - Present

Shinhan Diamond America Inc.
City of Industry, CA
Wilson Kim - Manager
wkim_wilsonk@yahoo.com
(626) 363-9258
June 2022 - March 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/02/2024

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

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

PRODUCER Alliance Mgt. & Insurance Serv 355 Via Vera Cruz #7 CA Agent/Broker Lic# 0737966 San Marcos, CA 92078 Michelle A. Nowell 760-471-7116	CONTACT NAME: Michelle A Nowell PHONE (A/C, No, Ext): 760-471-7116 FAX (A/C, No): 760-471-9378 E-MAIL ADDRESS: mnowell@amiscorp.com
INSURED OPS INC Security Services Joseph S Farag 21016 Victory Blvd #G Woodland Hills, CA 91367	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : StarStone Specialty Ins Comp — 44776 INSURER B : Travelers Casualty & Surety Co INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Errors & Omission GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			WSGP000767	02/01/2024	02/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1.000.000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
X	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			WSGU000187	02/01/2024	02/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Crime			107961149	12/13/2023	12/13/2024	Crime	1,000,000

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

Proof of insurance. This certificate is void if altered.
Certificate Holder may be added upon request.

Security, CA --

CERTIFICATE HOLDER

OPS INC Security Services
Joseph S Farag
21016 Victory Blvd #G
Woodland Hills, CA 91367

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michelle A Nowell

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CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

24 September 2024

Company/Vendor Name:

OPS Inc. Security Services

Printed Name and Title:

Andrew Dimian - Procurement Head

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Andrew Dimian, the undersigned representative of

OPS Inc. Security Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Andrew Dimian - Procurement Head

TYPE/PRINT NAME AND TITLE:

24 September 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Andrew Dimian, the undersigned representative of

OPS Inc. Security Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Andrew Dimian - Procurement Head

TYPE/PRINT NAME AND TITLE:

24 September 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Andrew Dimian, the undersigned representative of

OPS Inc. Security Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Andrew Dimian - Procurement Head

TYPE/PRINT NAME AND TITLE:

24 September 2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Joseph Farag, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of OPS Inc. Security Services (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title CEO

Subscribed and sworn to me this_____ day of _____ 20____.

By:

Notary Public

My commission expires

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1218428

Date Filed:
09/24/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
OPS Inc. Security Services
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024-020
Security Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Andrew Dimian, and my date of birth is 08/05/95.

My address is 8200 Wednesbury Ln, Suite 330A (street), Houston (city), TX (state), 77074 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Los Angeles County, State of CA, on the 24 day of September (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: additional guard required by city	$35.00/hr
5	_____	
6	_____	
7	_____	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/02/2024

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

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

PRODUCER Alliance Mgt. & Insurance Serv 355 Via Vera Cruz #7 CA Agent/Broker Lic# 0737966 San Marcos, CA 92078 Michelle A. Nowell 760-471-7116	CONTACT NAME: Michelle A Nowell PHONE (A/C, No, Ext): 760-471-7116 FAX (A/C, No): 760-471-9378 E-MAIL ADDRESS: mnowell@amiscorp.com
INSURED OPS INC Security Services Joseph S Farag 21016 Victory Blvd #G Woodland Hills, CA 91367	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : StarStone Specialty Ins Comp — 44776 INSURER B : Travelers Casualty & Surety Co INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Errors & Omission GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			WSGP000767	02/01/2024	02/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1.000.000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
X	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			WSGU000187	02/01/2024	02/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Crime			107961149	12/13/2023	12/13/2024	Crime	1,000,000

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

Proof of insurance. This certificate is void if altered.
Certificate Holder may be added upon request.

Security, CA --

CERTIFICATE HOLDER

OPS INC Security Services
Joseph S Farag
21016 Victory Blvd #G
Woodland Hills, CA 91367

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michelle A Nowell

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ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Andrew Dimian, authorized representative for OPS Inc. Security Services,
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☒ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☒ Have already been met (see attached copy of insurance certificate).

_____ 24 September 2024

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Joseph Farag, possess all of the APPLICABLE:

1. Licenses: _____

2. Bonds: _____

3. Certificates: Certificate of Filing, Certificate of Formation

4. Permits: PPO

5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____
Authorized Signature

24 Sept 2024
Date

OPS Inc. Security Services
Company

8200 Wednesbury Ln, Suite 330A
Address

Houston, TX 77074
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: OSP Inc. Security Services
(full, correct legal name)
2. Address: 8200 Wednesbury Ln, Suite 330A Houston, TX 77074

3. Telephone/Fax: (818) 543-0082

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No__x__

5. Is your Company authorized and/or licensed to do business in Texas?
Yes__x__ No____

6. Where is the Company's corporate headquarters located? Houston, Texas

7. a. Does the Company have an office located in Edinburg, Texas?

   Yes____ No__x__

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Edinburg office. _____

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

   Yes____ No__x__

   b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

   Yes____ No__x__

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Joseph Farag
Address: 8200 Wednesbury Ln, Suite 330A Houston, TX 77074
Telephone: 310 963 0016
Fax: 818 543 0082
Email: joe@opsincmail.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (x).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.
Omni Private Secuirty

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: OPS Inc. Security Services

Company Address:
8200 Wednesbury Ln, Suite 330A

City, State, Zip Code:
Houston, TX 77074

Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No._____ Fax No._____

Email _____

Print:

Name: Andrew Dimian Signature:_____

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	x
Additional Cost (Attachment II in RFP)	x
RFP Evaluation Criteria (Attachment III in RFP)	x
Insurance Requirements (Attachment VI in RFP)	x
*Insurance Requirement Acknowledgement (Attachment V in RFP)	x
*Project Requirements Acknowledgement (Attachment VI in RFP)	x
*Litigation Disclosure (Attachment VII in RFP)	x
General Questionnaire (Attachment VIII in RFP)	x
*Signature Page (Attachment IX in RFP)	x
Submittal Checklist (Attachment X in RFP)	x
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[D2T PROTECTION SERVICES LLC] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

D2T Protection Services LLC Response

CONTACT INFORMATION

Company:
D2T Protection Services LLC

Email:
d2tprotection@gmail.com

Contact:
Alfred Fisher

Address:
3317 W Temple Dr.
Edinburg, TX 78541

Phone:
(956) 252-6198

Website:
www.d2tprotection.com

Submission Date:
Sep 23, 2024 9:38 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

Edinburg_City_Bid.pdf

2. If you have any proprietary documents, please attach the redacted document here.

TOPS_Certificate.pdf

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

Insurance.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Contact_Of_Intrest_Disclourse.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affidavit.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

No

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Pass

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Conflict_Of_Intrest.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment II - Additional ...

Additional_Cost.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Pass

Please download the below documents, complete, and upload.

- Attachment IV - Insurance R...

IV.pdf

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment V - Insurance Re...

V.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment VI - Project Req...

VI.pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment VII - Litigation...

VII.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Pass

Please download the below documents, complete, and upload.

- Attachment VIII - Security ...

VIII.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Pass

Please download the below documents, complete, and upload.

- Attachment IX - Signature P...

IX.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Please download the below documents, complete, and upload.

- Attachment X. - Submittal C...

X.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$16.00
2	Unarmed Guard	Per Hour	$12.00
3	Vehicle / ATV	Per Month	$3,500.00
4	*Other:___ Include in Attachment II ____	Per _____	$0.00

*** Designate Other additional cost either per Hour/Day/Month**

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: September 5 2024

Company/Vendor Name: D2T Protection Service LLC.

Printed Name and Title: Alfred B. Fisher (Owner)

Authorized Signatory: Alfred B. Fisher

HOUSE BILL 89 VERIFICATION

I, Alfred B. Fisher, the undersigned representative of D2T Protection Service LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Alfred B. Fisher

SIGNATURE OF COMPANY REPRESENTATIVE:

Alfred B. Fisher owner

TYPE/PRINT NAME AND TITLE:

September 5 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Alfred B. Fisher, the undersigned representative of D2T Protection Service LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Alfred B. Fisher

SIGNATURE OF COMPANY REPRESENTATIVE:

Alfred B. Fisher owner

TYPE/PRINT NAME AND TITLE:

September 5 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Alfred B. Fisher, the undersigned representative of D2T Protection Service LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Alfred B. Fisher

SIGNATURE OF COMPANY REPRESENTATIVE:

Alfred B. Fisher owner

TYPE/PRINT NAME AND TITLE:

September 5 2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Alfred B. Fisher, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of D2F Protection Service the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title owner

Subscribed and sworn to me this 5th day of September 2024.

By: Alfred B. Fisher

Notary Public Fey Galvan

FEY M GALVAN
Notary Public
STATE OF TEXAS
Notary ID# 134842697
My Comm. Exp. 04-09-2028

My commission expires 04/09/2028

Item	Description	Unit	Taxable	Cost	Discount (%)	Total
1	Armed Guard	Per Hour	FALSE	$ 12.00		$ 12.00
2	Unarmed Guard	Per Hour	FALSE	$ 16.00		$ 16.00
3	Vehicle / ATV	Per Month	FALSE	$ 3,500.00		$ 3,500.00
4	*Other:___ Include in Attachment II ____	Per _____	FALSE			
* Designate Other additional cost either per Hour/Day/Month			FALSE			

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: Overtime	time and a half
5	Federal Holiday Pay	time and a half
6		
7		

ATTACHEMNT IV
INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to the CITY hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;

5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Alfred b Fisher, authorized representative for D2T Protection Service LLC,
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☑ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☑ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $ 1,000,000

Automobile Liability: $1,000,000 General Liability: $1,000,000

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☐ Have already been met (see attached copy of insurance certificate).

Alfred B. Fisher — Sept. 5 2024

Authorized Representative — Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Alfred B. Fisher, possess all of the APPLICABLE:

1. Licenses: #C24071601
2. Bonds: _____
3. Certificates: Insurance
4. Permits: _____
5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Alfred B. Fisher
Authorized Signature

09/05/24
Date

D2T Protection Service LLC.
Company

901 E. Cano St. STB.
Address

Edinburg TX 78539
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: D2T Protection Services LLC.
(full, correct legal name)
2. Address: 901 East Cano St. Suite B Edinburg TX 78539

3. Telephone/Fax: 956-252-6198 (cell)

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

5. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

6. Where is the Company's corporate headquarters located? Edinburg TX.

7. a. Does the Company have an office located in Edinburg, Texas?

Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

2 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 5

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

_____ (years) _____(months)

c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Madelaine Silguero
Address: 901 East Cano St STB Edinburg TX 78539
Telephone: 956-252-6198
Fax: _____
Email: office@d2protection.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.

_____

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: D2T Protection Service LLC

Company Address: 901 E. Cano St Suite B.

City, State, Zip Code: Edinburg TX 78573

Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No._____ Fax No._____

Email _____

Print:

Name: Alfred B. Fisher Signature: Alfred B. Fisher

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	
Additional Cost (Attachment II in RFP)	
RFP Evaluation Criteria (Attachment III in RFP)	
Insurance Requirements (Attachment VI in RFP)	
*Insurance Requirement Acknowledgement (Attachment V in RFP)	
*Project Requirements Acknowledgement (Attachment VI in RFP)	
*Litigation Disclosure (Attachment VII in RFP)	
General Questionnaire (Attachment VIII in RFP)	
*Signature Page (Attachment IX in RFP)	
Submittal Checklist (Attachment X in RFP)	
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

Texas Department of Public Safety www.dps.texas.gov
Regulatory Services Division
PRIVATE SECURITY PROGRAM
CERTIFICATE OF LIABILITY INSURANCE

INSURED'S INFORMATION

• *MUST USE MOST **CURRENT** FORM*

This certificate is issued as a matter of information only and confers **no rights** upon the certificate holder.

Name of Insured (MUST EXACTLY MATCH NAME ON PRIVATE SECURITY FILE)	D2T Protection Services LLC	Private Security Company License Number	C24071501
Insured's Address (MUST EXACTLY MATCH ADDRESS ON PRIVATE SECURITY FILE)	3317 W Temple Dr.		
City	Edinburg	State (2- Digit Code) TX	ZIP 78541

REMAINDER OF FORM MUST BE FILLED OUT BY THE INSURANCE AGENT

POLICY INFORMATION (LIMITS AND COVERAGES)

The insurance policy must contain minimum limits of $100,000 per occurrence for bodily injury and property damage, and $50,000 per occurrence for personal injury with a minimum total aggregate amount of $200,000 for all occurrences. The below does not amend, extend or alter the coverage afforded by the policies issued.

Limits of (Commercial General) Liability:

Bodily Injury/ Property Damage	$ 1,000,000	Personal Injury	$ 1,000,000	Aggregate	$ 2,000,000
Policy Number	SCGL005000112601	Effective Date (MM/DD/YYYY)	07/03/2023	Expiration Date (MM/DD/YYYY)	07/03/2024

Exclusions & Endorsements: (CHECK ALL THAT APPLY)

- ☒ Armed Coverage
- ○ Guard Dog Coverage
- ○ Bond Forfeiture Apprehension Coverage
- ○ Liquor Exclusion
- ☒ Government Housing Exclusion

All coverage excluded by endorsement and related to the provision of security services. (For this purpose, other forms may be attached and incorporated by reference):

Unmanned aircraft, sexual abuse/molestation, canines, public housing, crowd control, nightclubs/bars/taverns/lounges bail bondsmen activities, bounty hunting activities, bouncer actitivies

Insurance Binders are NOT acceptable, as they are a temporary insurance arrangement used until a permanent policy can be issued and that for Department purposes of Certificate of Liability Insurance a permanent policy must be currently in effect.

Chapter 1702 Occupations Code provides that insurance certificates executed and filed with the Department **shall remain in force and effect** until the insurer has terminated future liability by a 10 day notice to the Private Security Program.

INSURANCE COMPANY INFORMATION (AUTHORIZED REPRESENTATIVE)

Insurance Company	Summit Specialty Insurance Company		
Insurance Agent/ Agency	World Insurance Associates LLC		
Address	100 Wood Ave South, 4th Floor		
City	Iselin	State (2- Digit Code) NJ	ZIP 08830
Texas Insurance License Number	2000943	Phone	(732)380-0900

Insurance Agent's Signature _____ Date 07/18/2024

This form and any attachments can be:

- Emailed to: RSD_Customer_Relations@dps.texas.gov
- Faxed to: **(512) 424-5774 (Insurance Compliance Section)**
- Mailed to: **Texas Department of Public Safety**
  Private Security Program MSC 0242
  PO Box 4087
  Austin, TX 78773-0001

PSB-05 (Rev. 02/2012)
Approved by Texas Dept. of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2024

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

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

PRODUCER
World Insurance Associates, LLC
100 South Wood Ave
Iselin NJ 08830

CONTACT NAME: Shanay Chambers
PHONE (A/C, No, Ext): 973-467-0400 ext: 1477 FAX (A/C, No): 973-467-0725
E-MAIL ADDRESS: shanaychambers@worldinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Summit Specialty Insurance Company	16889
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED D2TPROT-01
D2T Protection Services, LLC
3317 W Temple Dr
Edinburg TX 78541-7052

COVERAGES **CERTIFICATE NUMBER:** 2019008145 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			SCGL005000112601	7/3/2024	7/3/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X PROF LIABILITY						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						PROF LIABILITY	$
A	AUTOMOBILE LIABILITY			SCGL005000112601	7/22/2024	7/3/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
effective 7/22/24 - hired/non-owned auto liability added to the General Liability policy by endorsement
This certificate supersedes any previously issued certificate.

Where required by written contract with an additional insured requirement naming Embrey Management Services, Ltd., IT'S SUBSIDIARIES AND THE OWNERSHIP ENTITIES OF THEIR OWNED OR MANAGED PROPERTIES they are additional insured on the general liability policy. Where required by written contract, the additional insured status on the General Liability policy is primary and non-contributory.

CERTIFICATE HOLDER

Embry Management Services Ltd
c/o NetVendor
19801 SW 72nd Ave., Suite 300
Tualatin OR 97062

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERICAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing**. Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributing wording. The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERICAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing**. Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributory wording The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

D2T PROTECTION SERVICES LLC

C24071501

Is Duly Licensed as

Investigations / Security Contractor
Guard Company
Private Investigation Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 03/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Texas Department of Public Safety
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D2T PROTECTION SERVICES LLC

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Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2024

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

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

PRODUCER World Insurance Associates, LLC 100 South Wood Ave Iselin NJ 08830	**CONTACT NAME:** Shanay Chambers **PHONE (A/C, No, Ext):** 973-467-0400 ext: 1477 **FAX (A/C, No):** 973-467-0725 **E-MAIL ADDRESS:** shanaychambers@worldinsurance.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Summit Specialty Insurance Company — 16889
INSURED D2TPROT-01 D2T Protection Services, LLC 3317 W Temple Dr Edinburg TX 78541-7052	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2019008145 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			SCGL005000112601	7/3/2024	7/3/2025	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X PROF LIABILITY						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						PROF LIABILITY	$
A	AUTOMOBILE LIABILITY			SCGL005000112601	7/22/2024	7/3/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

effective 7/22/24 - hired/non-owned auto liability added to the General Liability policy by endorsement
This certificate supersedes any previously issued certificate.

Where required by written contract with an additional insured requirement naming Embrey Management Services, Ltd., IT'S SUBSIDIARIES AND THE OWNERSHIP ENTITIES OF THEIR OWNED OR MANAGED PROPERTIES they are additional insured on the general liability policy. Where required by written contract, the additional insured status on the General Liability policy is primary and non-contributory.

CERTIFICATE HOLDER

Embry Management Services Ltd
c/o NetVendor
19801 SW 72nd Ave., Suite 300
Tualatin OR 97062

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERICAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance,** subparagraph **c. Method of Sharing**. Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributing wording. The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERICAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing**. Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributory wording The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: September 5 2024

Company/Vendor Name: DZT Protection Service LLC.

Printed Name and Title: Alfred B. Fisher (Owner)

Authorized Signatory: Alfred B. Fisher

HOUSE BILL 89 VERIFICATION

I, Alfred B. Fisher, the undersigned representative of D2T Protection Service LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Alfred B. Fisher

SIGNATURE OF COMPANY REPRESENTATIVE:

Alfred B. Fisher owner

TYPE/PRINT NAME AND TITLE:

September 5 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Alfred B. Fisher, the undersigned representative of D2T Protection Service LLC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Alfred B. Fisher

SIGNATURE OF COMPANY REPRESENTATIVE:

Alfred B. Fisher owner

TYPE/PRINT NAME AND TITLE:

September 5 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Alfred B. Fisher, the undersigned representative of D2T Protection Service LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Alfred B. Fisher

SIGNATURE OF COMPANY REPRESENTATIVE:

Alfred B. Fisher owner

TYPE/PRINT NAME AND TITLE:

September 5 2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Alfred B. Fisher, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of D2r Protection Service the Bidder that has submitted the attached Bid; *(Company)*

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title owner

Subscribed and sworn to me this 5th day of September 2024.

By: Alfred B. Fisher

Notary Public Fey Galvan

FEY M GALVAN
Notary Public
STATE OF TEXAS
Notary ID# 134842697
My Comm. Exp. 04-09-2028



My commission expires 04/09/2028

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

D2T Protection Service LLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Alfred B. Fisher

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

no Government contracts at this time

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Alfred B. Fisher

Signature of vendor doing business with the governmental entity

September 16 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: Overtime	time and a half
5	Federal Holiday Pay	time and a half
6		
7		

ATTACHEMNT IV
INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to the CITY under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to the CITY hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of the CITY consistent with potential exposure of the CITY under the Texas Tort Claims Act;

5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Alfred B. Fisher, authorized representative for D2T Protection Service LLC,
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☑ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☑ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $ 1,000,000

Automobile Liability: $1,000,000 General Liability: $1,000,000

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☐ Have already been met (see attached copy of insurance certificate).

Alfred B. Fisher — Sept. 5 2024

Authorized Representative — Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Alfred B. Fisher, possess all of the APPLICABLE:

1. Licenses: #C24071601
2. Bonds: _____
3. Certificates: Insurance
4. Permits: _____
5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Alfred B. Fisher
Authorized Signature

09/05/24
Date

D2T Protection Service LLC.
Company

901 E. Cano St. STB.
Address

Edinburg TX 78539
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: D2T Protection Services LLC.
(full, correct legal name)
2. Address: 901 East Cano St. Suite B Edinburg TX 78539

3. Telephone/Fax: 956-252-6198 (cell)

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No✓

5. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

6. Where is the Company's corporate headquarters located? Edinburg TX.

7. a. Does the Company have an office located in Edinburg, Texas?

Yes✓ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

2 (years) 6 (months)

c. State the number of full-time employees at the Edinburg office. 5

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes____ No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

_____ (years) _____(months)

c. State the number of full-time employees at the Hidalgo County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Madelaine Silguero
Address: 901 East Cano St STB Edinburg TX 78539
Telephone: 956-252-6198
Fax: _____
Email: office@d2protection.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.

_____

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: D2T Protection Service LLC

Company Address: 901 E. Cano St Suite B.

City, State, Zip Code: Edinburg TX 78573

Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No._____ Fax No._____

Email _____

Print:

Name: Alfred B. Fisher Signature: Alfred B. Fisher

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other Individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	AJS
Additional Cost (Attachment II in RFP)	AJS
RFP Evaluation Criteria (Attachment III in RFP)	
Insurance Requirements (Attachment VI in RFP)	AJS
*Insurance Requirement Acknowledgement (Attachment V in RFP)	AJS
*Project Requirements Acknowledgement (Attachment VI in RFP)	AJS
*Litigation Disclosure (Attachment VII in RFP)	AJS
General Questionnaire (Attachment VIII in RFP)	AJS
*Signature Page (Attachment IX in RFP)	AJS
Submittal Checklist (Attachment X in RFP)	AJS
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	AJS

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[SPECIALIZED TRAINING AND RESERVE SECURITY] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

Specialized Training and Reserve Security Response

CONTACT INFORMATION

Company:
Specialized Training and Reserve Security

Email:
stars956hv@gmail.com

Contact:
Homero Villarreal Jr

Address:
P.O. Box 2721
San Juan, TX 78589

Phone:
(956) 460-7428

Website:
N/A

Submission Date:
Sep 24, 2024 11:30 AM (Central Time)

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

STARS_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

Stars_Ins.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Stars_Conflict.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

Stars_HB_89.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Stars_SB_13.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Stars_SB_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Stars_Non_Collusion.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

No response submitted

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Please download the below documents, complete, and upload.

- Attachment II - Additional ...

STARS_Pricing.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Please download the below documents, complete, and upload.

- Attachment IV - Insurance R...

No response submitted

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment V - Insurance Re...

Stars_Ins_Req.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment VI - Project Req...

STARS_Project_Req..pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Please download the below documents, complete, and upload.

- Attachment VII - Litigation...

Stars_Litigation.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Please download the below documents, complete, and upload.

- Attachment VIII - Security ...

Stars_Gen_Quest.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Please download the below documents, complete, and upload.

- Attachment IX - Signature P...

Starts_Signature.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Please download the below documents, complete, and upload.

- Attachment X. - Submittal C...

Stars_Checklist.pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$26.00
2	Unarmed Guard	Per Hour	$22.00
3	Vehicle / ATV	Per Month	$22.00
4	*Other:___ Include in Attachment II ____	Per _____	$0.00
*** Designate Other additional cost either per Hour/Day/Month**			

Attachment I
Proposal Pricing

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$26.00
2	Unarmed Guard	Per Hour	$22.00
3	*Vehicle / ATV	Per Hour	$22.00
4	*Other:_____	Per _____	N/A

*** Designate cost either per Hour / Day / Month on Attachment I**

Attachment I
Proposal Pricing

Item	Description	Designate cost either per Hour/Day/Month
3	*Vehicle / ATV	$22/hour unarmed plus unarmed guard rates
4	*Other:_____	_____

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: N/A	N/A
5		
6		
7		

Attachment III
RFP RATING SHEET

The City Contract No.:	PROJECT ID: 2024-020
Department:	Solid Waste
Name of Firm:	Specialized Training and Reserve Security, P.L.L.C.
Date of Rating:	September 22, 2024
Evaluator's Name:	Liza Marie Garcia

A. Experience – Rate the Firm on Experience in the following areas:

Factor	Max Pts.	Score
1. Has operated for 3 to 5 years.	20	20
2. Has worked for The CITY	10	0
3. Has worked at locations that were located in this general region.	10	10
4. Extent of experience in project area	10	10
Subtotal, Experience	**50**	40

COMMENTS:

Peace officer experience of owners = over 30 years.

B. Work Performance

NOTE: Information necessary to assess the firm on these criteria should be gathered by contacting past/current clients.

Factor	Max Pts.	Score
1. Past performance	10	10
2. Work product is of high quality	10	10
Subtotal, Experience	**20**	20

COMMENTS:

Provide security for Parking Lots with high traffic including traffic control, setting barricades, and prevention of access.

C. Capacity to Perform

Factor	Max Pts.	Score
1. Staffing Level/Experience of Staff	5	5
2. Adequacy of Resources	5	5
3. Professional liability insurance is in force	5	5
Subtotal, Experience	**15**	15

COMMENTS:

Company carries a $1,000,000 General Liability Policy.

D. Edinburg Business

Factor	Max Pts.	Score
1. Is the firm located in the City of Edinburg?	5	0

E. Proposed Pricing

Factor	Max Pts.	Score
1. Firms proposed pricing	10	10

TOTAL SCORE	Max Pts.	Score
A. Experience	50	50
B. Work Performance	20	20
C. Capacity to Perform	15	15
D. Edinburg Business	5	0
E. Proposed Pricing	10	10
Total Score	**100**	

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Liza Marie Garcia, possess all of the APPLICABLE:

1. Licenses: X
2. Bonds: N/A
3. Certificates: X
4. Permits: X
5. Other: N/A

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Liza Marie Garcia
Authorized Signature

September 22, 2024
Date

Specialized Training and Reserve Security, PLLC
Company

PO Box 2721
Address

San Juan, Texas 78589
The CITY, State, Zip

Texas Department of Public Safety www.dps.texas.gov

Regulatory Services Division

PRIVATE SECURITY PROGRAM

CERTIFICATE OF LIABILITY INSURANCE

INSURED'S INFORMATION

• *MUST USE MOST CURRENT FORM*

This certificate is issued as a matter of information only and confers **no rights** upon the certificate holder.

Name of Insured (MUST EXACTLY MATCH NAME ON PRIVATE SECURITY FILE): Specialized Training and Reserve Security,PLLC

Private Security Company License Number: B18870501

Insured's Address (MUST EXACTLY MATCH ADDRESS ON PRIVATE SECURITY FILE): 1302 OHIO AVE

City: San Juan | State (2- Digit Code): TX | ZIP: 78589

REMAINDER OF FORM MUST BE FILLED OUT BY THE INSURANCE AGENT

POLICY INFORMATION (LIMITS AND COVERAGES)

The insurance policy must contain minimum limits of $100,000 per occurrence for bodily injury and property damage, and $50,000 per occurrence for personal injury with a minimum total aggregate amount of $200,000 for all occurrences. The below does not amend, extend or alter the coverage afforded by the policies issued.

Limits of (Commercial General) Liability:

Bodily Injury/ Property Damage: $ 1000000 | Personal Injury: $ 1,000,000 | Aggregate: $ 2000000

Policy Number: 0100249710-0 | Effective Date (MM/DD/YYYY): 07/22/24 | Expiration Date (MM/DD/YYYY): 07/22/25

Exclusions & Endorsements: (CHECK ALL THAT APPLY)

- ○ Armed Coverage
- ○ Guard Dog Coverage
- ○ Bond Forfeiture Apprehension Coverage
- ◉ Liquor Exclusion
- ○ Government Housing Exclusion

All coverage excluded by endorsement and related to the provision of security services. (For this purpose, other forms may be attached and incorporated by reference):

Insurance Binders are NOT acceptable, as they are a temporary insurance arrangement used until a permanent policy can be issued and that for Department purposes of Certificate of Liability Insurance a permanent policy must be currently in effect.

Chapter 1702 Occupations Code provides that insurance certificates executed and filed with the Department **shall remain in force and effect** until the insurer has terminated future liability by a 10 day notice to the Private Security Program.

INSURANCE COMPANY INFORMATION (AUTHORIZED REPRESENTATIVE)

Insurance Company: KINSALE INSURANCE COMPANY

Insurance Agent/ Agency: DANIEL TREVINO INSURANCE AGENCY

Address: 1301 W SAM HOUSTON BLVD UNIT D

City: PHARR | State (2- Digit Code): TX | ZIP: 78577

Texas Insurance License Number: 1442194 | Phone: (956) 370-0404

Insurance Agent's Signature: _____ Date: 07/30/24

This form and any attachments can be:

- Emailed to: RSD_Customer_Relations@dps.texas.gov
- Faxed to: **(512) 424-5774 (Insurance Compliance Section)**
- Mailed to: **Texas Department of Public Safety**
  Private Security Program MSC 0242
  PO Box 4087
  Austin, TX 78773-0001

PSB-05 (Rev. 02/2012)
Approved by Texas Dept. of Insurance

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

S.T.A.R.S PLLC

B18870501

Is Duly Licensed as

Security Contractor
Guard Company

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 07/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

S.T.A.R.S. PLLC

F18877501

Is Duly Licensed as

Training School
Level 3 Training School
Level 4 Training School

Steven C. McCraw

Director, Department of Public Safety

EXPIRES: 07/31/2025

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

Luz Maria Sosa
September 22, 2024

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Specialized Training and Reserve Security, PLLC
   (full, correct legal name)
2. Address: PO Box 2721, San Juan, Texas 78589

3. Telephone/Fax: (956) 329-8358

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
   Yes____ No✓

5. Is your Company authorized and/or licensed to do business in Texas?
   Yes✓ No____

6. Where is the Company's corporate headquarters located? San Juan, Texas

7. a. Does the Company have an office located in Edinburg, Texas?

   Yes____ No✓

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Edinburg office. N/A

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

   Yes✓ No____

   b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

   3 (years) 5 (months)

   c. State the number of full-time employees at the Hidalgo County office. 0

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

   Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. N/A

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Carlos Ramos
Address: PO Box 2721, San Juan, Texas 78589
Telephone: (956) 329-8358
Fax: N/A
Email: stars956cr@gmail.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. N/A

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.
N/A

13. Provide any other names under which your business has operated within the last 10 years.
N/A

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Specialized Training and Reserve Security, PLLC

Company Address:
PO Box 2721

City, State, Zip Code:
San Juan, Texas 78589

Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No. (956) 329-8358 Fax No. _____

Email stars956lg@gmail.com

Print:

Name: Liza Marie Garcia Signature: 

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Liza Marie Garcia, authorized representative for Specialized Training and Reserve Security, PLLC
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☑ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $ 1,000,000.00

Automobile Liability: $ N/A General Liability: $ 1,000,000.00

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☐ Have already been met (see attached copy of insurance certificate).

Liza Marie Garcia
Authorized Representative

September 22, 2024
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	✓
Additional Cost (Attachment II in RFP)	✓
RFP Evaluation Criteria (Attachment III in RFP)	✓
Insurance Requirements (Attachment VI in RFP)	✓
*Insurance Requirement Acknowledgement (Attachment V in RFP)	✓
*Project Requirements Acknowledgement (Attachment VI in RFP)	✓
*Litigation Disclosure (Attachment VII in RFP)	✓
General Questionnaire (Attachment VIII in RFP)	✓
*Signature Page (Attachment IX in RFP)	✓
Submittal Checklist (Attachment X in RFP)	✓
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	✓

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:
September 22, 2024

Company/Vendor Name:
Specialized Training and Reserve Security, PLLC

Printed Name and Title:
Liza Marie Garcia, Owner

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Liza Marie Garcia, the undersigned representative of

Specialized Training and Reserve Security, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Liza Marie Garcia

SIGNATURE OF COMPANY REPRESENTATIVE:

Liza Marie Garcia, Owner

TYPE/PRINT NAME AND TITLE:

September 22, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Liza Marie Garcia, the undersigned representative of

Specialized Training and Reserve Security, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Liza Marie Garcia

SIGNATURE OF COMPANY REPRESENTATIVE:

Liza Marie Garcia, Owner

TYPE/PRINT NAME AND TITLE:

September 22, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Liza Marie Garcia, the undersigned representative of

Specialized Training and Reserve Security, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Liza Marie Garcia

SIGNATURE OF COMPANY REPRESENTATIVE:

Liza Marie Garcia, Owner

TYPE/PRINT NAME AND TITLE:

September 22, 2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Liza Marie Garcia, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of S.T.A.R.S., PLLC, the Bidder that has submitted the attached Bid; (Company) Specialized Training and Reserve Security, PLLC

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Liza Marie Garcia

Title Owner

Subscribed and sworn to me this 23 day of September 20 24.

By: Liza Marie Garcia

Notary Public

ANGELA LEE ESPARZA
Notary Public, State of Texas
Comm. Expires 12-09-2026
Notary ID 134099303

STATE OF Texas
COUNTY OF Hidalgo
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 23 DAY OF September 2024.
BY Liza Marie Garcia
Angela Lee Esparza
NOTARY PUBLIC

My commission expires 12-09-2026

Texas Department of Public Safety www.dps.texas.gov
Regulatory Services Division
PRIVATE SECURITY PROGRAM
CERTIFICATE OF LIABILITY INSURANCE

INSURED'S INFORMATION
This certificate is issued as a matter of information only and confers **no rights** upon the certificate holder.

• *MUST USE MOST CURRENT FORM*

Name of Insured (MUST EXACTLY MATCH NAME ON PRIVATE SECURITY FILE): Specialized Training and Reserve Security,PLLC

Private Security Company License Number: B18870501

Insured's Address (MUST EXACTLY MATCH ADDRESS ON PRIVATE SECURITY FILE): 1302 OHIO AVE

City: San Juan | State (2- Digit Code): TX | ZIP: 78589

REMAINDER OF FORM MUST BE FILLED OUT BY THE INSURANCE AGENT

POLICY INFORMATION (LIMITS AND COVERAGES)

The insurance policy must contain minimum limits of $100,000 per occurrence for bodily injury and property damage, and $50,000 per occurrence for personal injury with a minimum total aggregate amount of $200,000 for all occurrences. The below does not amend, extend or alter the coverage afforded by the policies issued.

Limits of (Commercial General) Liability:

Bodily Injury/ Property Damage: $ 1000000 | Personal Injury: $ 1,000,000 | Aggregate: $ 2000000

Policy Number: 0100249710-0 | Effective Date (MM/DD/YYYY): 07/22/24 | Expiration Date (MM/DD/YYYY): 07/22/25

Exclusions & Endorsements: (CHECK ALL THAT APPLY)

- ○ Armed Coverage
- ○ Guard Dog Coverage
- ○ Bond Forfeiture Apprehension Coverage
- ◉ Liquor Exclusion
- ○ Government Housing Exclusion

All coverage excluded by endorsement and related to the provision of security services. (For this purpose, other forms may be attached and incorporated by reference):

Insurance Binders are NOT acceptable, as they are a temporary insurance arrangement used until a permanent policy can be issued and that for Department purposes of Certificate of Liability Insurance a permanent policy must be currently in effect.

Chapter 1702 Occupations Code provides that insurance certificates executed and filed with the Department **shall remain in force and effect** until the insurer has terminated future liability by a 10 day notice to the Private Security Program.

INSURANCE COMPANY INFORMATION (AUTHORIZED REPRESENTATIVE)

Insurance Company: KINSALE INSURANCE COMPANY

Insurance Agent/ Agency: DANIEL TREVINO INSURANCE AGENCY

Address: 1301 W SAM HOUSTON BLVD UNIT D

City: PHARR | State (2- Digit Code): TX | ZIP: 78577

Texas Insurance License Number: 1442194 | Phone: (956) 370-0404

Insurance Agent's Signature:  Date: 07/30/24

This form and any attachments can be:

- Emailed to: RSD_Customer_Relations@dps.texas.gov
- Faxed to: **(512) 424-5774 (Insurance Compliance Section)**
- Mailed to: **Texas Department of Public Safety**
  Private Security Program MSC 0242
  PO Box 4087
  Austin, TX 78773-0001

PSB-05 (Rev. 02/2012)
Approved by Texas Dept. of Insurance

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:
September 22, 2024

Company/Vendor Name:
Specialized Training and Reserve Security, PLLC

Printed Name and Title:
Liza Marie Garcia, Owner

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Liza Marie Garcia, the undersigned representative of

Specialized Training and Reserve Security, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Liza Marie Garcia

SIGNATURE OF COMPANY REPRESENTATIVE:

Liza Marie Garcia, Owner

TYPE/PRINT NAME AND TITLE:

September 22, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Liza Marie Garcia, the undersigned representative of

Specialized Training and Reserve Security, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Liza Marie Garcia

SIGNATURE OF COMPANY REPRESENTATIVE:

Liza Marie Garcia, Owner

TYPE/PRINT NAME AND TITLE:

September 22, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Liza Marie Garcia, the undersigned representative of

Specialized Training and Reserve Security, PLLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Liza Marie Garcia

SIGNATURE OF COMPANY REPRESENTATIVE:

Liza Marie Garcia, Owner

TYPE/PRINT NAME AND TITLE:

September 22, 2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Liza Marie Garcia, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of S.T.A.R.S., PLLC, the Bidder that has submitted the attached Bid; (Company) Specialized Training and Reserve Security, PLLC

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Liza Marie Garcia

Title Owner

Subscribed and sworn to me this 23 day of September 20 24.

By: Liza Marie Garcia

Notary Public

ANGELA LEE ESPARZA
Notary Public, State of Texas
Comm. Expires 12-09-2026
Notary ID 134099303

STATE OF Texas
COUNTY OF Hidalgo
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 23 DAY OF September 2024.
BY Liza Marie Garcia
Angela Lee Esparza
NOTARY PUBLIC

My commission expires 12-09-2026

Attachment I
Proposal Pricing

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$26.00
2	Unarmed Guard	Per Hour	$22.00
3	*Vehicle / ATV	Per Hour	$22.00
4	*Other:_____	Per _____	N/A

*** Designate cost either per Hour / Day / Month on Attachment I**

Attachment I
Proposal Pricing

Item	Description	Designate cost either per Hour/Day/Month
3	*Vehicle / ATV	$22/hour unarmed plus unarmed guard rates
4	*Other:_____	_____

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: N/A	N/A
5		
6		
7		

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Liza Marie Garcia, authorized representative for Specialized Training and Reserve Security, PLLC
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ☑ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ☐ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $ 1,000,000.00

Automobile Liability: $ N/A General Liability: $ 1,000,000.00

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☐ Have already been met (see attached copy of insurance certificate).

Liza Marie Garcia
Authorized Representative

September 22, 2024
Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Liza Marie Garcia, possess all of the APPLICABLE:

1. Licenses: X
2. Bonds: N/A
3. Certificates: X
4. Permits: X
5. Other: N/A

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Liza Marie Garcia
Authorized Signature

September 22, 2024
Date

Specialized Training and Reserve Security, PLLC
Company

PO Box 2721
Address

San Juan, Texas 78589
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

Luz Maria Sosa
September 22, 2024

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Specialized Training and Reserve Security, PLLC
   (full, correct legal name)
2. Address: PO Box 2721, San Juan, Texas 78589

3. Telephone/Fax: (956) 329-8358

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
   Yes____ No✓

5. Is your Company authorized and/or licensed to do business in Texas?
   Yes✓ No____

6. Where is the Company's corporate headquarters located? San Juan, Texas

7. a. Does the Company have an office located in Edinburg, Texas?

   Yes____ No✓

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

   _____ (years) _____(months)

   c. State the number of full-time employees at the Edinburg office. N/A

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

   Yes✓ No____

   b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

   3 (years) 5 (months)

   c. State the number of full-time employees at the Hidalgo County office. 0

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

   Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. N/A

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Carlos Ramos
Address: PO Box 2721, San Juan, Texas 78589
Telephone: (956) 329-8358
Fax: N/A
Email: stars956cr@gmail.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓)
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. N/A

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.
N/A

13. Provide any other names under which your business has operated within the last 10 years.
N/A

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Specialized Training and Reserve Security, PLLC

Company Address:
PO Box 2721

City, State, Zip Code:
San Juan, Texas 78589

Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No. (956) 329-8358 Fax No. _____

Email stars956lg@gmail.com

Print:

Name: Liza Marie Garcia Signature: 

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	✓
Additional Cost (Attachment II in RFP)	✓
RFP Evaluation Criteria (Attachment III in RFP)	✓
Insurance Requirements (Attachment VI in RFP)	✓
*Insurance Requirement Acknowledgement (Attachment V in RFP)	✓
*Project Requirements Acknowledgement (Attachment VI in RFP)	✓
*Litigation Disclosure (Attachment VII in RFP)	✓
General Questionnaire (Attachment VIII in RFP)	✓
*Signature Page (Attachment IX in RFP)	✓
Submittal Checklist (Attachment X in RFP)	✓
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	✓

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[PRIMETIME PROTECTION SERVICES] RESPONSE DOCUMENT REPORT

RFP No. 2024-020

Professional Security Guard Services

RESPONSE DEADLINE: September 24, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

PrimeTime Protection Services Response

CONTACT INFORMATION

Company:
PrimeTime Protection Services

Email:
jmflores72@yahoo.com

Contact:
Jessie Flores

Address:
1201 N Raul Longoria Rd Suite P-E
San Juan, TX 78589

Phone:
(956) 328-6188

Website:
N/A

Submission Date:
Sep 22, 2024 8:41 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

city_of_edinburg_proposal_2024.docx

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

City_of_Edinburg_insurance_copy.pdf

4. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

CONFLICT_OF_INTEREST_Edinburg.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION_Edinburg.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION_Edinburg.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION_edinburg.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

notary_city_of_Edinburg.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ_Edinburg.pdf

5. Solicitation Forms

FILL OUT AND UPLOAD THE ADDITIONAL COST FORM.*
Please download the below documents, complete, and upload.

- Attachment II - Additional ...

Attachment_II_-_Additional_CostEdinburg.pdf

INFORMATIONAL ONLY - BE SURE TO READ THE INSURANCE REQUIREMENTS ATTACHMENT.
Please download the below documents, complete, and upload.

- Attachment_IV_-_Insurance_R...

No response submitted

FILL OUT, SIGN, AND UPLOAD THE INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment_V_-_Insurance_Re...

Attachment_V_-_Insurance_Requirement_Acknowledgement_edinburg.pdf

FILL OUT, SIGN, AND UPLOAD THE PROJECT REQUIREMENT ACKNOWLEDGEMENT FORM.*
Please download the below documents, complete, and upload.

- Attachment_VI_-_Project_Req...

Attachment_VI_-_Project_Requirements_Acknowledgement_Edinburg.pdf

FILL OUT AND UPLOAD THE LITIGATION DISCLOSURE FORM.*
Please download the below documents, complete, and upload.

- Attachment_VII_-_Litigation...

Attachment_VII_-_Litigation_Disclosure_Form_edinburg.pdf

FILL OUT AND UPLOAD THE SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE FORM.*
Please download the below documents, complete, and upload.

- Attachment_VIII_-_Security_...

Attachment_VIII_-_Security_Consultant_Qualifications_General_Questionnaire_Edinburg.pdf

FILL OUT, SIGN, AND UPLOAD THE SIGNATURE PAGE.*
Please download the below documents, complete, and upload.

- Attachment IX - Signature P...

Attachment_IX_-_Signature_Page_edinburg.pdf

INITIAL AND UPLOAD THE SUBMITTAL CHECKLIST FORM.*
Please download the below documents, complete, and upload.

- Attachment X. - Submittal C...

CITY_OF_EDINBURG_-_Submittal_Checklist_(1).pdf

PRICE TABLES

ATTACHMENT I: PROPOSAL PRICING

Item	Description	Unit	Cost
1	Armed Guard	Per Hour	$16.00
2	Unarmed Guard	Per Hour	$13.00
3	Vehicle / ATV	Per Month	$740.00
4	*Other:___ Include in Attachment II ____	Per _____	$0.00
*** Designate Other additional cost either per Hour/Day/Month**			

PrimeTime Protection Services

"Protect and Serve"

1201 N Raul Longoria Rd Suite P.
San Juan, Texas 78589

Jesus (Jessie) Flores
Owner

To:

Contract made this 24th day of June 2024, by and between **PrimeTime Protection Services** herein called the "Contractor" and **City of Edinburg, TX** herein called, "Company".

WHEREAS, the CONTRACTOR maintains a security service by providing security guards and other modern methods of protection and detection. WHEREAS, the COMPANY desires the Contractor to supply such security services.

NOW, THEREFORE, the COMPANY and the CONTRACTOR mutually agree as follows:

1. The Contractor shall furnish properly equipped uniformed guards to perform security service at specified locations of**: City of Edinburg, Tx .**

2. The security guards assigned shall perform the following general duties:
   A. Guard and protect the Company's buildings and properties.
   B. Report any unusual incidents or hazardous conditions as soon as possible to representatives designated by the company.
   C. Submit a written report covering all incidents or hazardous conditions at the conclusion of each shift.

D. Perform all other specific duties in accordance with written instructions as agreed upon between the Company and the Contractor.

E. Guard personnel shall perform any additional future duties, which the Company and the Contractor may agree upon in writing after these duties have been duly authorized in writing by proper authority.

F. Drive in a marked Company Vehicle and/or Golf Cart around the Business to deter any illegal activity. **If Requested

3. Such guards are and shall continue to be employees of the Contractor, and the Contractor shall pay all wages, provide all benefits, and pay all Social Security Taxes, Federal, and State Unemployment Insurance, and similar taxes and fees relating to such employees. Furthermore, the Contractor shall maintain all payroll records and reports required by government bodies and pay the guards' wages in compliance with minimum standards required by any applicable federal or state law or regulation.

4. Contractor agrees to cover and hold harmless the Company and to defend at its own expenses and to pay resulting cost, judgments, fees damages and/or liabilities whatsoever arising out of suits or claims which may in any way be the result of the performance and/or non-performance by Contractor, its employees and/or agents of any of its obligations, either implied and explicit, under the terms of this agreement. This provision includes but is not limited to reimbursement and indemnification of the Company for any acts or failure to act by the Contractor, its agents or employees, which result in a loss to the Company.

5. The Contractor shall be responsible for the direct control and supervision of the guards through its designated representatives at the premises to which this agreement relates and such representatives will, in turn, be available at all reasonable times to report to and confer with the designated agents of the Company with respect to services.

6. The Contractor agrees that the security services covered by this agreement shall be performed in accord with accepted security practices and standards. The Company will have the right in its sole discretion to reject for any reason whatsoever any guard by the Contractor, including any guard previously furnished by the Contractor and accepted by the Company. The Contractor shall promptly replace any guard not acceptable to the Company.

7. The Contractor will furnish warning signs for use by the Company in such qualities as the Contractor and the Company from time to time may deem appropriate.

8. The parties affirm that except for those mentioned in paragraph #2, this agreement contains their entire agreement and there are no oral agreements or representations binding on the parties thereto.

9. The parties agree that neither party shall hire or employ any present or former employee of the other party, without written consent of the other party during the time this agreement is in effect and for a period of one year after the expiration of this agreement, for employment within the same count.

10. In the event that minimum rates are increased by any federal, state or municipal legislation enacted during the term of this agreement, said rates shall be subjected to re-negotiation by the parties hereto and any changes in said rates to which the parties may agree shall become effective on the effective date of the increase in minimum wage rates.

11. **Proposed Fee:**

A.) The Contractor shall furnish UNARMED uniformed guards at the rate of *$ 13.00 an hour*.
B.) The Contractor shall furnish ARMED uniformed guards at the rate of *$ 16.00 an hour*.
C.) The Contractor shall furnish a marked unit if requested at the rate of $ 3.00 an hour.

12. The terms of this agreement shall commence on **TBD** which shall be effective date of this agreement and shall end on TBD; with an option to renew for an additional year, subject however to the right of either party to terminate this agreement upon thirty (30) days written notice to the other.

14. **TIME OF PAYMENT**: PrimeTime Protection Services will bill the Company on the **first** of the month for all the security hours, which have been performed. Upon receipt of this bill from PrimeTime Protection Service, the Company **City of Edinburg, TX** will pay for those hours billed with in (30) thirty days.

15. **Qualifications and Experience**:
PrimeTime Protection Services prides itself and ensuring that all clients have the best customer service and the upmost security they require. Its experience goes unmeasured as the Owner is a retired City of McAllen Police officer with extensive training and supervising skills.

Thank you,

Jesus (Jessie) Flores

PrimeTime Protection Services
1201 N Raul Longoria Rd suite P., San Juan, Texas 78589
Licensed, Bonded - 24 Hours a Day
956.328-6188

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2024

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

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

PRODUCER	CONTACT NAME: Yolanda Alonzo	
Shepard Insurance Group 5801 N 10th St Suite 600 McAllen TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No):
	E-MAIL ADDRESS: Yolanda.Alonzo@relationinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Champlain Specialty Insurance Company	16834
INSURED Prime Time Protection Services, LLC 512 Midway Weslaco TX 78596	INSURER B : Texas Mutual Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24/25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CSSE-CGL-0000668-03	06/22/2024	06/22/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002078280	05/23/2024	05/23/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Excluded from Work Comp:
Ben Gonzalez
and Jesse Flores

CERTIFICATE HOLDER

City of Edinburg
315 E Mark S Pena Dr
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:
September 4, 2024

Company/Vendor Name:
PrimeTime Protection services

Printed Name and Title:
Jessie Flores (owner)

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Jessie Flores, the undersigned representative of

PrimeTime Protection Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Jessie Flores (owner)

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 13 VERIFICATION

I, Jessie Flores, the undersigned representative of PrimeTime Protection Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Jessie Flores (Owner)

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 19 VERIFICATION

I, Jessie Flores, the undersigned representative of

PrimeTime Protection Services, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

Jessie Flores (Owner)

TYPE/PRINT NAME AND TITLE:

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Jessie F Lores, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Prime Time Protection, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title Owner

Subscribed and sworn to me this 4th day of September 2024.

By: _____

Notary Public

Christina Flores
My Commission Expires
10/12/2026
Notary ID 134013681

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

PrimeTime Protection Services

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 09/04/24

Signature of vendor doing business with the governmental entity — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment II

Additional Cost

Item	Description	Designate cost either per Hour/Day/Month
4	*Other: N/A	
5		
6		
7		

ATTACHEMNT V
INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Jessie Flores, authorized representative for PrimeTime Protection services;
Company/Vendor

Hereby acknowledge the receipt of the CITY's required insurance limits. Said requirements:

- ❑ Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.)
- ❑ Will acquire additional amount needed to meet the CITY's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by the CITY of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the CITY.) **OR**

- ☑ Have already been met (see attached copy of insurance certificate).

_____ 09/04/24

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ATTACHEMNT VI
PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Jessie Flores, possess all of the APPLICABLE:

1. Licenses: C24077401

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with the CITY and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



Authorized Signature

09/04/24
Date

PrimeTime Protection Services
Company

1201 N Raul Longoria Rd Suite P
Address

San Juan, TX 78589
The CITY, State, Zip

ATTACHMENT VII
LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the THE CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VIII
SECURITY CONSULTANT QUALIFICATIONS GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Jesus Flores (PrimeTime Protection Services)
(full, correct legal name)
2. Address: 1201 N Raul Longoria Rd Suite P San Juan, Tx 78589

3. Telephone/Fax: 956-328-6188

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No__x__

5. Is your Company authorized and/or licensed to do business in Texas?
Yes__x__ No____

6. Where is the Company's corporate headquarters located? San Juan, TX

7. a. Does the Company have an office located in Edinburg, Texas?

Yes____ No__x__

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____(months)

c. State the number of full-time employees at the Edinburg office. n/a

8. a. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas?

Yes__x__ No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?

__2__ (years) __3__(months)

c. State the number of full-time employees at the Hidalgo County office. 20

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes____ No__x__

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

_____

_____

10. Indicate person whom the CITY may contact concerning your submittal or setting dates for meetings.

Name: Jessie Flores
Address: 1321 S. Kansas Ave San Juan, Tx 78589
Telephone: 956-328-6188
Fax: _____
Email: jmflores72@yahoo.com

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

_____

_____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.
N/A

_____

ATTACHMENT IX
SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: PrimeTime Protection Services

Company Address: 1201 N. Raul Longoria Rd Suite P.

City, State, Zip Code: San Juan, TX 78589

Historically Underutilized Business (State of Texas) Certification VID

Number: _____

Telephone No. 956-328-6188 Fax No._____

Email jmflores72@yahoo.com

Print:

Name: Jesus Flores Signature:_____

By signing the attachment and/or the proposal, the proposer certifies compliance with the **signature authority required in accordance with state and/or local law. The person signing the proposal must be:**

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X
SUBMITTAL CHECKLIST

This checklist is to help the SECURITY CONSULTANT ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
Proposal Pricing (Attachment I in RFP)	JF
Additional Cost (Attachment II in RFP)	JF
RFP Evaluation Criteria (Attachment III in RFP)	JF
Insurance Requirements (Attachment VI in RFP)	JF
*Insurance Requirement Acknowledgement (Attachment V in RFP)	JF
*Project Requirements Acknowledgement (Attachment VI in RFP)	JF
*Litigation Disclosure (Attachment VII in RFP)	JF
General Questionnaire (Attachment VIII in RFP)	JF
*Signature Page (Attachment IX in RFP)	JF
Submittal Checklist (Attachment X in RFP)	JF
If Hard Copy - 1 Original* and 3 Copies with Digital Copy in a flash drive	JF

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.**

Need to add the ACE building request from Letty Leija 10/1/2024

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND VENDOR FOR PROFESSIONAL SECURITY GUARD SERVICES

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and VENDOR (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Vendor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall perform the Services described in **Exhibits "A".**

B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

E. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the

Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

G. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

SECTION V
PAYMENT AND FEES

City agrees to pay Vendor for Services being contracted herein as follows:

A. City agrees to pay Vendor $____ per hour for Unarmed Security Officers (Uniformed), $_____ per hour for Armed Security Officers (Uniformed), $_____ per hour for Vehicle/ATV of an Unarmed Officer and $_____ per hour for Vehicle/ATV of an Armed Officer. City shall also pay Vendor for any time over the contracted hours per week, when applicable.

B. Vendor shall submit all invoices to City in accordance with City regulations. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Vendor has failed to provide and maintain required insurance;

d. Any Services are defective, requiring correction or replacement;

e. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Vendor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue for a two-year period. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional one-year term upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance

with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

F. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City

(or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

G. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

H. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and costs.

SECTION X
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance

of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIII
NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XV
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by

nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor:

NAME
ADDRESS

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants

of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis
City Attorney

VENDOR NAME

BY:_____
Name
Address
Phone:
Fax:

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance

Bidder's List	
info@21stcenturyaeye.com	tandrmayberry@yahoo.com
tsb1897@gmail.com	karl.dent@rmpsllc.com
gary@360alarm.com	hector@ruizservices.com
emelton@7thechelon.com	sherman@ssinv.net
admin@911tacmed.com	Safe.tat@statgroup.org
rodolfozamorano@getadsecurity.com	becky@safetycop.com
Stanh@detailguys.org	cj@safetyfirst-si.com
noma@abxindustries.com	salinasdreama@security2standardllc.com
patricia.duran@adcltdnm.com	Sales@securitywatch.com
Anthonyilesanmi@advancednationwidesecurity.com	sentinelsolutions000@gmail.com
aikensarmysc24@outlook.com	serianni.sec@gmail.com
albertchap10@gmail.com	kouzi31u@gmail.com
dwalker@aepscorp.com	john@sts360.com
americancompanies@gmail.com	toles@smithprotective.com
dclayton@andyfrain.com	Govt@SOML.org
info@appliedoperationsinc.com	roy@vsgama.com
corporate@arberinc.com	southtexassafetysa@gmail.com
hailie.enriquez@archangelusa.com	robert.spears@spearssafeguard.com
randi@archangel-security.com	trevor.davis@specialmissionconcepts.com
jroth@arlosbuilt.com	admin@statewideprotective.com
melissag@arsgem.com	info@swanlegalservices.com
founder@grey.services	admin@strategictexas.com
l_sservices@yahoo.com	NLGKENNEDY@SUNCITYSECURITY.COM
ADMIN@BAKERSECURITYSOLUTIONS.COM	procurement@smimail.net
security@blackhawksi.com	robert@secopsinc.com
willie.ng@bluearmorsecurity.com	vincent@shieldsecurityco.com
pgamboa.bluechip@gmail.com	Kaitelyn.Miller@tetratech.com
Bottomliness@yahoo.com	tbds.b19876@gmail.com
finance@dfwsecurityprotectiveforce.com	princeofthe32@sbcglobal.net
ashley@breezydayllc.com	s.westmoreland@txsecurity.com
G.BROWN@BSG-SECURITY.COM	info@texasmarshal.com
info@behindthescenemarketing.com	TEXASVETOPS@GMAIL.COM
quijanoii@outlook.com	thomasford3rd45@gmail.com
burtonlimitedllc@gmail.com	maurice.lehman@thompsonlehman.com
cdsprotective18@gmail.com	angela@titanglobalenterprises.com
iglover@centralsecurity.solutions	info@trans-formationlogistics.com
contracts.century@gmail.com	kevin.thomas@triskelionsecurity.com
tryon.charles@gmail.com	jay.fraker@triumphprotection.com
tryon.charles@gmail.com	txpsi.info@gmail.com
csi20181920@gmail.com	oscar.gonzalez@txassetpro.com
cjc.guard.services@gmail.com	Info@TSPublicSafety.com

deanna@code3sec.com	mstiffanydiggs@gmail.com
proposals@corecivic.com	universecsys@gmail.com
LCEgovernment@cottonteam.com	aikensarmySC24@outlook.com
mivezaj@cisinvestigative.com	danielrv@valleyk9.com
info@criticalforensics.com	sgcop123@gmail.com
josh@ctcgunworks.com	a@verintegra.com
fortiholdingllc@gmail.com	Jerry@vetssecuringamerica.com
frankrhee39@gmail.com	cory@theintelgroup.com
demodan08@gmail.com	erick@vigilant.services
diversityservices@gmail.com	ymccormick@vulcansecuritytx.com
aqsashaikh31st@gmail.com	brian.mastrofini@wayagc.com
dogwatch.sec@gmail.com	jryer@whitecollarsecurity.agency
dlovelady@arkofsafetysolutions.com	hank@whitmancsspi.com
sariddle@dynamicsecurity.org	xrtparish@gmail.com
eesa@eesa.info	info@boltsecuritycompany.com
nathann@echo1el.com	admin@gforcesecurity.net
admin@elpasoinvestigations.us	security@blackhawksi.com
ckennebrew@eliteprotectivellc.com	info@gps-securitygroup.com
elitetrafficcontrolservicesllc@yahoo.com	joshua.garza@aus.com
elaine@emcareconsulting.com	protect_and_serve@tahoo.com
enladhcs@gmail.com	info@14securitygroup.com
thedr.mrosby@gmail.com	DIPOsecurity@gmail.com
jamela@eagleproctectivegroup.com	mlgprotection@att.net
executiveprotectionservice@hotmail.com	saprecisionsecure@yahoo.com
admin.us@falken.us	denise@prosecuritygroup.com
daguilera@fidelisnetworks.com	chris.fecko@prosegur.com
nickyaroma@firstinsecurityservices.com	bpena@protectiveresolution.com
jtrausch@offdutytx.com	passtex721@gmail.com
dave.munson@flocksafety.com	DAVE.WILLIAMS@PSXGROUP.COM
aisisecurity@gmail.com	sandra@platinumesi.com
bensabatventures@gmail.com	info@ran-gar.com
Joe@fpnpprotective.com	cc@priority-contracts.com
info@foxydefensepro.com	marketing@rggservices.org
gladiatorallegiance@gmail.com	riojas44@yahoo.com
globalsecurity@gsiah.com	rsimmons@rancoresponse.com
GOBodyguardUSA.operations@gmail.com	info@rangersecurityagency.com
info@greencitysecurity.com	Advela17@gmail.com
john.lawyer@greenvetsllc.com	reed@rbotechnology.com
petsarinc.gzs@gmail.com	adam.stiles@recanacontracting.com
Damon@guardtac.com	contact@redcreekco.com
guardiaworldwide@protonmail.com	Info@emps-tx.com
brittany@wareaglesecurityservices.net	sales@richmondequipment.com

info@gpsprotect4u.com	laneyou@lm3laser.com
halberdsecsolutions@gmail.com	GLP.LSTS@gmail.com
bids@hence.business	ric.diaz@olympusprotection.com
crystal.vergara@hiredss.com	rkennedy@med-securityinc.com
Robocop383s@yahoo.com	ATYLER@MERLIONADVISORY.COM
annlinden@earthlink.net	yvette@merchant-security.com
jkoehn@jkinc.biz	Management@mbkprotectionllc.com
sales@janissary.com	operations@nationalsecurityus.org
jbponguard@gmail.com	nestor@nationalspecialforce.com
jstofer@jsacontrols.com	nebarb01@night-eyes.com
Johnleetm2@outlook.com	info@ijustgotsecurity.com
staylor@kairossecurity.com	al.rudin@whitehawkworldwide.com
macy@kastelenterprises.com	opfor.group@gmail.com
dawn.cole@kerberosinc.com	f.house@oscarmikesecurity.com
jarod@jetstreamsys.com	jaime_marmolejo@mac.com
kristib@ktblack.com	troy@p3specializedtraining.com
lpsecurities1@gmail.com	marketing@plummer.com
joseph@ltnincprosrvcs.net	TLEAL@PPISECURITY.COM
safranken@gmail.com	Info@lifeviewhomecare.com

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
CONSENT AGENDA
Agenda Item No: 12.A.
Purchase of Portable Litter Control Fences

1. **Agenda Item:**
Consider Awarding Bid No. 2025-3, Purchase of Litter Control Fences to Metta Technologies, Inc. of Jackson, Michigan in the Amount of $75,300.00. [Ramiro L. Gomez, Director of Solid Waste Management]

2. **Description:**
On Tuesday, November 12, 2024, bids were opened for Bid No. 2025-3, Purchase of Litter Control Fences. A total of two (2) bids were received and opened. After review and tabulation, staff recommends awarding Bid No. 2025-3, Purchase of Litter Control Fences to Metta Technologies, Inc of Jackson, Michigan, the lowest bidder meeting specifications. Staff has verified that no monies are owed to the City by Metta Technologies, Inc. of Jackson, Michigan.

Below is the list of vendors who responded to the bid:
Metta Technologies, Inc. $75,300.00
Technology International, Inc. $118,500.00

Currently, the Department of Solid Waste Management utilizes mobile, windblown litter control fencing system for use at our Type I and IV landfill disposal facilities, to aid in minimizing the amount of windblown litter scattered during high wind events.

If approved, projected delivery is expected within one to two weeks of Purchase Order issuance.

Funding is available through the FY 2024-2025 Budget under Solid Waste Management Fund, Capital Outlay, Machines & Equipment.

3. **Staff's Recommendation:**
Approve awarding Bid 2025-3, Purchase of Litter Control Fences to Metta Technologies, Inc of Jackson, Michigan in the amount of $75,300.00

Reviewed by:
Ramiro Gomez, Director of Solid Waste Management

Prepared by:
Dalinda Cardenas,
Administrative Specialist

Attachments:
A. Bid Recommendation
B. Notice to Bidders
C. Metta Technologies, Inc
D. Technology International, Inc.
E. Bidders List

THE CITY OF Edinburg

Bid 2025-3 Purchase of Portable Litter Fences
Opening Date: November 12, 2024 at 3:00 p.m.

			Metta Technologies, Inc	Technology International, Inc.
Line Item	**Description**	**Estimated Quantity**	**Unit Cost**	**Unit Cost**
1	15-foot-High x 24-foot-Long x 8-foot-Wide portable, steel litter containment unit with canopy	10	$7,280.00	$11,850.00
Galvanized steel, welded wire netting with vinyl coating for severe service performance				
excess of 70 MPH, forcing trash towards the bottom of the unit				
Blade/Bucket lifting system to facilitate mobility of unit. Must have the ability to be easily relocated using landfill equipment				
Painted with anti-corrosion finish for durability in extreme service area				
2	Warranty	1	$0.00	$0.00
3	Assembly Booklet with Photo & Video Directions	1	$0.00	$0.00
4	FREIGHT (FOB 8601 N Jasman Rd., Edinburg, TX 78542)	1	$2,500.00	$0.00

REQUEST FOR BIDS

2025-3

PURCHASE OF PORTABLE LITTER FENCES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: October 23, 2024

DEADLINE FOR QUESTIONS: November 4, 2024

RESPONSE DEADLINE: November 12, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg
REQUEST FOR BIDS
Purchase of Portable Litter Fences

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions .....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

Attachments:

A - Rules for Electronic Bidding

1. Introduction

1.1. Summary

You are invited to submit a sealed bid for the purchase of Purchase of Portable Litter Fences as requested by the City of Edinburg Solid Waste Management Department. The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

1.2. Contact Information

Dalinda Cardenas
Administrative Specialist
PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: (956) 381-5635

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.3. Timeline

Release Project Date	October 23, 2024
Question Submission Deadline	November 4, 2024, 3:00pm
Proposal Submission Deadline	November 12, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Purchase of Portable Litter Fences

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, November 12, 2024.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, November 12, 2024.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2025-3" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 3:00 pm, Monday, November 4, 2024

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Purchase of Portable Litter Fences

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive**. Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Purchase of Portable Litter Fences as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. Specifications

4.1. Minimum Specifications

Specifications for portable wire mesh litter control fence with canopy and dozer blade/bucket lifting system:

A. 15-foot-High x 24-foot-Long x 8-foot-Wide portable, steel litter containment unit with canopy.

- Galvanized steel, welded wire netting with vinyl coating for severe service performance.
- Retractable outriggers that can extend to 14.5 feet from back of the unit for stability in high-wind situations, engineered to take 100% loading of litter from winds in excess of 70 MPH, forcing trash towards the bottom of the unit.
- Blade/Bucket lifting system to facilitate mobility of unit. Must have the ability to be easily relocated using landfill equipment.
- Painted with anti-corrosion finish for durability in extreme service area
- Detailed applicable warranty
- Video and photo assembly literature and instructions
- Pricing must include freight FOB 8601 N Jasman Rd., Edinburg, TX 78542

5. Vendor Questionnaire

5.1. Required Forms

*5.1.1. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.2. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.1.3. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.1.4. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.1.5. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.1.6. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a

governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.1.7. Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.1.8. Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.1.9. Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.10. If awarded the 1295 form will need to be provided.**

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.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Yes
☐ No

*Response required

6. Pricing Proposal

PORTABLE LITTER FENCES

Line Item	Estimated Quantity	Description	Unit Cost	Extended Price
1	10	15-foot-High x 24-foot-Long x 8-foot-Wide portable, steel litter containment unit with canopy		
- Galvanized steel, welded wire netting with vinyl coating for severe service performance **- Retractable outriggers that can extend to 14.5 feet from back of the unit for stability in high-wind situations, engineered to take 100% loading of litter from winds in excess of 70 MPH, forcing trash towards the bottom of the unit** **- Blade/Bucket lifting system to facilitate mobility of unit. Must have the ability to be easily relocated using landfill equipment** **- Painted with anti-corrosion finish for durability in extreme service area**				
2	1	Warranty		
3	1	Assembly Booklet with Photo & Video Directions		
4	1	FREIGHT (FOB 8601 N Jasman Rd., Edinburg, TX 78542)		

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[METTA TECHNOLOGIES, INC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-3

Purchase of Portable Litter Fences

RESPONSE DEADLINE: November 12, 2024 at 3:00 pm

Report Generated: Monday, November 18, 2024

Metta Technologies, Inc Response

CONTACT INFORMATION

Company:
Metta Technologies, Inc

Email:
litterfencing@gmail.com

Contact:
Anthony Rowe

Address:
8077 Fairview Ct
Jackson, MI 49201

Phone:
(419) 244-7916

Website:
www.litterfences.com

Submission Date:
Nov 2, 2024 9:53 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

24-25_MASTER_-_City_of_Edinburg.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Company_Providing_Proposal_General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

NonCollusion_Affidavit_of_Prime_Bidder.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

Conflict_of_Intrest_Questionnaire.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
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.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

No

PRICE TABLES

PORTABLE LITTER FENCES

Line Item	Estimated Quantity	Description	Unit Cost	Extended Price
1	10	15-foot-High x 24-foot-Long x 8-foot-Wide portable, steel litter containment unit with canopy	$7,280.00	
- Galvanized steel, welded wire netting with vinyl coating for severe service performance				
- Retractable outriggers that can extend to 14.5 feet from back of the unit for stability in high-wind situations, engineered to take 100% loading of litter from winds in excess of 70 MPH, forcing trash towards the bottom of the unit - Blade/Bucket lifting system to facilitate mobility of unit. Must have the ability to be easily relocated using landfill equipment - Painted with anti-corrosion finish for durability in extreme service area				

Line Item	Estimated Quantity	Description	Unit Cost	Extended Price
2	1	Warranty	$0.00	
3	1	Assembly Booklet with Photo & Video Directions	$0.00	
4	1	FREIGHT (FOB 8601 N Jasman Rd., Edinburg, TX 78542)	$2,500.00	Total: $75,300.00 This includes freight

METTTEC-01 EBURCHETT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2024

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

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

PRODUCER
Great Lakes Insurance Partners, Inc.
5215 Monroe Street, Suite 2
Toledo, OH 43623

CONTACT NAME:
PHONE (A/C, No, Ext): (419) 841-2000 FAX (A/C, No): (419) 841-2022
E-MAIL ADDRESS: gadmin@glipinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual	23043
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Metta Technologies Inc.
5525 Telegraph Rd
Toledo, OH 43612-3630

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BZS63800494	9/20/2024	9/20/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BZS63800494	9/20/2024	9/20/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		BZS63800494	9/20/2024	9/20/2025	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Edinburg
415 W University Drive
Edinburg, TX 78541

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Metta Technologies, Inc
(Full, correct legal name)

- Address: 8077 Fairview CT
  Jackson, MI 49201
- Telephone/Fax: 419/244/7916 FAX N/A
- Email address: Litterfencing@gmail.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

   Yes____ No X

3. Is your Company authorized and/or licensed to do business in Texas? Yes X No____

4. Where is the Company's corporate headquarters located? Toledo, OH

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No X

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

   c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No X

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

   Name: Anthony Rowe
   Address: 8077 Fairview CT Jackson, MI 49201
   Telephone: 419-244-7916
   Fax: N/A
   Email: Litterfencing@gmail.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (X).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
None

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date: 10/23/2024

Company/Vendor Name: Metta Technologies, Inc

Printed Name and Title: Anthony Rowe President/owner

Authorized Signatory:

HOUSE BILL 89 VERIFICATION

I, Anthony Rowe, the undersigned representative of Metta Technologies, Inc, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Anthony Rowe

SIGNATURE OF COMPANY REPRESENTATIVE:

Anthony Rowe President/owner

TYPE/PRINT NAME AND TITLE:

10/23/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Anthony Rowe, the undersigned representative of Metta Technologies, Inc, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

SIGNATURE OF COMPANY REPRESENTATIVE:

Anthony Rowe President/owner

TYPE/PRINT NAME AND TITLE:

10/23/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Anthony Rowe, the undersigned representative of Metta Technologies, Inc, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

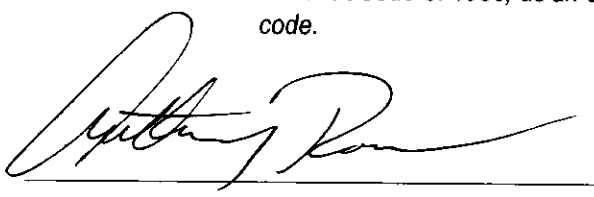
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 501(a), Internal RevenueCode of 1986, as an organization described by Section 501(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Anthony Rowe President/owner

TYPE/PRINT NAME AND TITLE:

10/23/2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Anthony Rowe, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Metta Technologies Inc, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title President / Owner

Subscribed and sworn to me this 23rd day of October 2024.

By: _____

Notary Public

STACY A LOW
NOTARY PUBLIC - MICHIGAN
JACKSON COUNTY
MY COMMISSION EXPIRES 04/25/2025
ACTING IN JACKSON COUNTY

My commission expires

STACY A LOW
NOTARY PUBLIC - MICHIGAN
JACKSON COUNTY
MY COMMISSION EXPIRES 04/25/2025
ACTING IN JACKSON COUNTY

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Metta Technologies, Inc

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Dalinda Cardenas

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

Furnish Portable Litter Fences for Landfills

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 President

Signature of vendor doing business with the governmental entity

10/25/2024

Date

City of Edinburg
Solid Waste
Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[TECHNOLOGY INTERNATIONAL, INC.] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-3

Purchase of Portable Litter Fences

RESPONSE DEADLINE: November 12, 2024 at 3:00 pm

Report Generated: Monday, November 18, 2024

Technology International, Inc. Response

CONTACT INFORMATION

Company:
Technology International, Inc.

Email:
tii@tii-usa.com

Contact:
Rifat Habib

Address:
1331 South International Pkwy, Suite 2251,
Lake Mary, FL 32746

Phone:
N/A

Website:
www.tii-usa.com

Submission Date:
Nov 12, 2024 1:12 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

GL_INSURANCE_24-25.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Edited--GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Edited--LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Edited--CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

Edited--HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

Edited--SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

Edited--SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

Edited--CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf
TII-TX-1124-42572-Portable_Litter_Fences.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

Edited--CONFLICT_OF_INTEREST.pdf
TII-TX-1124-42572-Portable_Litter_Fences.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*
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.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Yes

PRICE TABLES

PORTABLE LITTER FENCES

Line Item	Estimated Quantity	Description	Unit Cost	Extended Price
1	10	15-foot-High x 24-foot-Long x 8-foot-Wide portable, steel litter containment unit with canopy	$11,850.00	
- Galvanized steel, welded wire netting with vinyl coating for severe service performance - Retractable outriggers that can extend to 14.5 feet from back of the unit for stability in high-wind situations, engineered to take 100% loading of litter from winds in excess of 70 MPH, forcing trash towards the bottom of the unit				

Line Item	Estimated Quantity	Description	Unit Cost	Extended Price
- Blade/Bucket lifting system to facilitate mobility of unit. Must have the ability to be easily relocated using landfill equipment - Painted with anti-corrosion finish for durability in extreme service area				
2	1	Warranty	$0.00	
3	1	Assembly Booklet with Photo & Video Directions	$0.00	
4	1	FREIGHT (FOB 8601 N Jasman Rd., Edinburg, TX 78542)	$0.00	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2024

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

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

PRODUCER Acentria Insurance - Palm Beach Gardens 1401 Forum Way | 4th Floor West Palm Beach FL 33401 License#: L100460	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 561-694-6666 **FAX (A/C, No):** 561-694-6986 **E-MAIL ADDRESS:**
INSURED Technology International Inc 1331 S. International Pkwy Suite 2251 Lake Mary FL 32746 TECHINT-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Penn-America Insurance Company — 32859 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1631202311 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PAV0504503	7/30/2024	7/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT 	 $ $ $
A	Property			PAV0504503	7/30/2024	7/30/2025	BPP BI/EE	40,000 100,000

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

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Technology International, Inc.
(Full, correct legal name)

- Address: 1□□1 □o□th International □ar□□ay, □□ite 22□1, La□e Mary, □lorida □2□4□
- Telephone/Fax: Tel□4□□□□□□□2□□□ □a□□4□□□□□□□2□□2
- Email address: tii□ tii□□□a.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No□

3. Is your Company authorized and/or licensed to do business in Texas? Yes□ No____

4. Where is the Company's corporate headquarters located? La□e Mary, □lorida □2□4□

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No□

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No□

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: SHAJI HABIB
Address: 1□□1 □o□th International □ar□□ay, □□ite 22□1, La□e Mary, □lorida □2□4□
Telephone: □4□□□□□□□2□□□
Fax: □4□□□□□□□2□□2
Email: tii□ tii□□□a.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (□).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (□)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
    N□□

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

11/12/2024

Company/Vendor Name:

Technology International, Inc.

Printed Name and Title:

RIFAT HABIB
BUSINESS DEVELOPMENT EXECUTIVE

Authorized Signatory:

RIFAT HABIB

HOUSE BILL 89 VERIFICATION

I, rifat habib, the undersigned representative of

Technology International, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

RIFAT HABIB

SIGNATURE OF COMPANY REPRESENTATIVE:

11/12/2024

TYPE/PRINT NAME AND TITLE:

DATE:

SENATE BILL 13 VERIFICATION

I, RIFAT HABIB, the undersigned representative of

Technology International, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

RIFAT HABIB

SIGNATURE OF COMPANY REPRESENTATIVE:

RIFAT HABIB BUSINESS DEVELOPMENT EXECUTIVE

TYPE/PRINT NAME AND TITLE:

11/12/2024

DATE:

SENATE BILL 19 VERIFICATION

I, RIFAT HABIB, the undersigned representative of

Technology International, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

RIFAT HABIB

SIGNATURE OF COMPANY REPRESENTATIVE:

RIFAT HABIB BUSINESS DEVELOPMENT EXECUTIVE

TYPE/PRINT NAME AND TITLE:

11/12/2024

DATE:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Technology International, Inc. (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title _____

Subscribed and sworn to me this 12th day of November 20 24.

By:

Notary Public

My commission expires

Technology International, Inc.
1331 South International Parkway, Suite 2251
Lake Mary, FL 32746
Tel: (407) 359-2373
Fax: (407) 359-2372
E-mail: tii@tii-usa.com
Website: www.tii-usa.com

Equipment Proposal

Description: Purchase Of Portable Litter Fences

Bid #: 2025-3

Agency: City Of Edinburg

Attention: Dalinda Cardenas
Phone: 956-381-5635
Email: dcardenas@cityofedinburg.com

TII Ref: **TII/TX/1124/42572**

Date: 11/12/2024

DUNS Number: 877177162
Cage Code: 1RX34
Tax ID # 650342335
UEI: DFVEM9N1F4J6
Registered in www.sam.gov
“We are a Small Business”

In response to your quote request for Purchase Of Portable Litter Fences, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.	UNIT PRICE	EXTD. PRICE
1	10	24' x 15' Portable Litter Fence	$11,850.00	$118,500.00
2	1	Warranty	included	included
3	1	Assembly Booklet with Photo & Video Directions	included	included
See attached data sheets				

Total…….....$118,500.00

Warranty: Manufacturer's Standard warranty applies.

Delivery:

- Estimated delivery is **23 Weeks** after receipt of order and approved submittal.
- *Please note, there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.*
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload

Freight: Included to Edinburg, TX. 78542

Quote Validity: 60 days.

Payment Terms: NET 30
Prompt Payment discount: 1/4 % 10 days

***** Notes:**

- Quoted price is not available on a line item basis. This is an offer for a lump sum contract.

Technology International, Inc. Corporate data:
We are a small business and our Tax Payer Identification Number (TIN): 650342335. The above price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,

RIFAT HABIB

Rifat Habib
Business Development Executive
Technology International, Inc.

CONFLICT OF INTEREST
DISCLOSURE

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  - a City Official?

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Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date:

11/12/2024

Company/Vendor Name:

Technology International, Inc.

Printed Name and Title:

RIFAT HABIB
BUSINESS DEVELOPMENT EXECUTIVE

Authorized Signatory:

RIFAT HABIB

Technology International, Inc.
1331 South International Parkway, Suite 2251
Lake Mary, FL 32746
Tel: (407) 359-2373
Fax: (407) 359-2372
E-mail: tii@tii-usa.com
Website: www.tii-usa.com

Equipment Proposal

Description: Purchase Of Portable Litter Fences

Bid #: 2025-3

Agency: City Of Edinburg

Attention: Dalinda Cardenas
Phone: 956-381-5635
Email: dcardenas@cityofedinburg.com

TII Ref: **TII/TX/1124/42572**

Date: 11/12/2024

DUNS Number: 877177162
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Tax ID # 650342335
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Registered in www.sam.gov
“We are a Small Business”

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- *Please note, there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.*
- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload

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We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,

RIFAT HABIB

Rifat Habib
Business Development Executive
Technology International, Inc.

Bidders List - Purchase of Portable Litter Fences		
sgcop123@gmail.com	derickbernardez3@gmail.com	lanre.akinola66@gmail.com
colindatorrez@torrezpaper.com	sales@handcuffwarehouse.com	koiverson14@gmail.com
pricelessprecisionservicesllc@yahoo.com	bids@blinksigns.zohodesk.com	gtprinting956@gmail.com
operations@nationwideclean.com	ozapata@curtis1000.com	agarza2@lgengineers.com
info@landmarkconsultingllc.net	mario.cavazos@grupovitek.com	chbrown@innovativebusinessserv.com
james_enterprises@sbcglobal.net	jmunoz@gmes.biz	rgvglassinc@yahoo.com
moultonm001@hotmail.com	j.garza@dandfindustries.com	sales@jntactical.com
myronky@yahoo.com	atolulope3@aol.com	blake@cfsprod.com
roscoe.sistrunk@gmail.com	vurgedin@gmail.com	clay.dibble@imperialdade.com
dbahcall@c-supply.com	info@spcrgv.com	robert@andys-air.com
annette@bennettsofficesupply.com	mrios@tbm-corp.com	sgrodin@elpasoop.com
heath@actioncleaningsystemsinc.com	rickcriopaper@yahoo.com	xenia.lang@yardi.com
sales@mavich.com	ec.garagedoorserv@gmail.com	chad@dtcontractorsllc.com
jzavala@actpipe.com	simplepestandtermitesolutions@gmail.com	rsalazar@trimadstx.com
sjaimes@envirosafety.com	mswinkler@longhornop.com	rickyd@pmginc.biz
kbrinkleybusiness@gmail.com	belinda@texxusindustriesllc.com	aundrea@competitivechoice.net
blake@graphtecinc.com	joshua@365buildersllc.com	caza.ruty3@gmail.com
butch@gatewayp.com	lonestarservicesandsupplies@gmail.com	gilda@meldenandhunt.com
bids@mercedesmedical.com	readyres@outlook.com	stfs.colco@gmail.com
sales@vfcdataloggers.com	agarza@vsstx.net	amicredentialing@yahoo.com
vlafaire@trimadstx.com	gladys.delagarza@ibvi.org	renne.ramirez@mxrimaging.com
morgan@vm3services.com	bnjie@gamlogistics.com	cielo@cielooffice.com
eluna@usmedwarehouse.com	colombianspecialtiesbyraki@gmail.com	lcolley@gignac-associates.com
midvalleypestcontrol@gmail.com	nicholus@b2zeng.com	texnetinc@aol.com
thebleakempire@gmail.com	briggette@dowcaidesupply.com	orders@fcltd.net
cngbuilders24@gmail.com	michael.nixon@chickasawgeneral.com	cg@cgc-inc.com
evans@kreativdesk.us	sales@applied-fiber.com	info@kingdomunitedgroup.com
notifications@napc.me	officemanager@alwayswholesales.net	js.hydraulics120@gmail.com
logan@legacy-acehardware.com	premiumbuilderllc@gmail.com	sales@thesigndepot.com
lnordling@udtonline.com	cathy.cksalesandservices@gmail.com	info@winninnovations.com
karen@sunbeltsupplyllc.com	services@charrisllc.com	bcisneros@genco.us
a.gomezg8utilities@gmail.com	mespi77005@aol.com	brett.schendel@reconrobotics.com
csmith@smithsupply.com	colbycontracts@gmail.com	prince.ekpe@pensholgroup.com
mcptrenchburner1@gmail.com	vanita.zano@gmail.com	phase1electricrgv@gmail.com
admin@rtsolutionsgrp.com	ashley@ashleyanndesign.com	info@rogarsafety.com
alexis@araizagc.com	code3safetysupplies@gmail.com	asurface@cobbfendley.com
primeessentialshub@gmail.com	sabsherallen@globalindustrial.com	grollins35@gmail.com
info@principalcleaners.com	dimitrieti@msn.com	speedytrans2@gmail.com
ccasti123@gmail.com	litterfencing@gmail.com	elizabeth.juarez@gefinsurance.com
precise_janitorial@hotmail.com	armando@b2zeng.com	tobalg97@gmail.com
dajllc3@gmail.com	admin@tonnapharmacy.com	ronnie6199@gmail.com
kevin.champine@pfgc.com	jesselopez71@yahoo.com	jacobvillalon1@gmail.com
chad.ireland@wsp.com	customerservice@allstarservicesgroupllc.com	bdenney@texaspatcher.com
fivestarbicyclesmc@gmail.com	patrickayeni@tiniximpacts.com	medex_tx@att.net
humphreyinvestcr@gmail.com	nms@nmslabs.com	956towingrecovery@gmail.com
dc@samgarciaarchitect.com	desmondadamu@yengehurology.com	g.cruz@minutemanpress.com
globeoff@hotmail.com	isabel.texascordia@gmail.com	ali.mehmud@unifiedsunergy.com
derek.zorniak@ferguson.com	bishopct21@gmail.com	accounting@natsco.net
donnaglassmirror@gmail.com	ssimmons@ardalyst.com	advancenews@aol.com
flpena3@gmail.com	postman217@aol.com	cecilia@garzamartinezlaw.com
tyler@fmwtx.com	jshatto@mcleanlc.com	connect@rspbusinesssolutions.com
ericpierce713@gmail.com	teresag@southernsourcings.com	careersunlimitedllc@yahoo.com
dreynolds@mysidewalk.com	alanr@spford.com	sales@laser-labs.com
cocilogisticsllc@gmail.com	as6068@gmail.com	sandoval.treeservice@yahoo.com
maria.bhacca@aerowest.com	161@fastsigns.com	info@soard-solutions.com
latsinvoice@gmail.com	john@amcheminc.com	billing@delvillarurology.com
ekim@kimpaper.com	amutilitiesconstruction@gmail.com	vigilantaccounts.receivable@motorolasolutions.com
lamorenitabakeryandpastry@gmail.com	turkmd.hlrgv@gmail.com	rodney.pegram@stridesyouth.org
sosac2540@gmail.com	elma@esparzapc.com	centralservices@alere.com
rye.dugosh@whitecap.com	info@biofermepc.com	gracemedicalandinfusion@gmail.com
dmcoffeeco@aol.com	earellano@texasmonthly.com	gearyd@apcointl.org
dana.bridges@infinityspply.com	cyoung3cbre@gmail.com	rperez@perezlegal.com
yvonne@gdjeng.com	ericaannperezphd@gmail.com	receivable@betatechnologyinc.com
cmoore@tupsllc.com	b.chen@clearit.consulting	josesalinas@entravision.com
agarzatheshop@gmail.com	diana.izaguirre@yahoo.com	mail@wshein.com
christian@thinkfoodconsulting.com	dmckinley@ncoacc.com	jmbconstructionscorp@gmail.com
info@monumentalit.com	christian@valhvac.com	sales@texaslithiumbatteries.com
blanca@oxfordandgonzalez.com	thegrafixexpress@gmail.com	alpastor1@yahoo.com
investigations@radiancepi.com	valleyvendinggroup@gmail.com	robert.syzdek@wpi.com
rfp@routeware.com	diana@dfalawtx.com	ben@g3scrapmetal.com
jaimesalazar@appraisalhaus.org	jose.rizo4@gmail.com	klarsen@dreamseat.com
dionicio.garza@ecolab.com	cbennett@aguaworkspipe.com	rgdealer@aol.com
info-marketing@halff.com	ebalderas@valleypulmonarygroup.org	alfred@merraine.com
sales@extrememeters.com	d2tprotection@gmail.com	nora.galvan@claytonhomes.com
lionar@lionprotects.com	jeanette.valdes@ashleypediatrics.com	info@sircharlesinv.com
yvonne@ortegonagency.com	dwayne@gclnc.com	mike@reciteme.com
twalimaa@ariensco.com	crystal.yeatts@atmosphere.tv	aelevy.arch@gmail.com

Bidders List - Purchase of Portable Litter Fences		
eduardo.aldape@martinmarietta.com	donpmorgan@gmail.com	lsurrock@primehealthcare.com
sales@summitfoodservice.com	charles.graham@syntaxware.com	brandy@vicinsight.com
debbie@techdatasystems.com	lunafamilymedical@gmail.com	frontdesk@holchemont.com
amtauction@gmail.com	lizbeth@alphasmallenginerepair.com	ar@commercialkitchen.com
el@leal.media	epuentes_99@yahoo.com	mike@mcallenmediation.com
justin.easton@gts-ts.com	haguilera@escamillaponeck.com	amanda.g@knowledgecity.com
daryl@smithsecuritygroupllc.com	accounting@marathonfitness.com	p.giroux@gdiprime.com
starmoulding@sbcglobal.net	lmcolunga@msn.com	lawyerjreyna@yahoo.com
eopiela@ericopiela.com	heather@pcarx.com	abarrera@heffnerdesignteam.com
goodfaithmedicalconsult@gmail.com	erogers@bosinctx.com	john.pena@cummins.com
el.villarreal@dhr-rgv.com	cri.customer.service@comcast.net	vanessanichole77@gmail.com
arielb@cssimpact.com	keila122920@gmail.com	norma@lonestarshredding.com
danny@stxflagandflagpole.com	shego52@gmail.com	uriel@lopezveraproducellc.com
gp_development@yahoo.com	mhbs@tds.net	sales@proturf.com
tbermudez@lspaving.com	kmelhart@melhart.com	pacergraphics.300@gmail.com
flopezit@gmail.com	anel@sal-construction.com	marketing@aztecadesigns.com
purejoysolutionsllc@gmail.com	sales@nemo-q.com	jerry@mnlsa.com
abrown@planetcellinc.com	reynarolando22@yahoo.com	protexsvc@gmail.com
tirzah@samengineering-surveying.com	tmiller@triadmarine.com	dannyg9280@gmail.com
james.lucas@lkcontractingservices.com	sames.eng08@gmail.com	srogers@opengov.com
chrisgarcia@safetrack.us	prismuzzap@gmail.com	sholobaugh@dialmycalls.com
moe@cityambu.com	charlesdekanter@gmail.com	3elogistics.tx@gmail.com
ike@iiigallica.com	wellnesscenter22@gmail.com	s2engineering.ns@gmail.com
info@nwica.org	cgonzalez@uigtexas.com	tan2860@yahoo.com
mark.mcmurray@texaschillersystems.com	bernardogomezgdo@gmail.com	jolie@drcusa.com
dirtroadmerchco@gmail.com	rbmcontractors@yahoo.com	servisplumbing@yahoo.com
claude.baxter@hilton.com	alya@lawofficesofalyavasquez.com	gail.gray@lslcpas.com
accounting@detectachem.com	james.green@ferguson.com	office@servpromcallen.com
vanessa@ridleysonline.com	bsavarino@e3es.com	go@smartbuildtx.com
idagarza2010@gmail.com	frontier1972@hotmail.com	stcdl@southtexascdlinstitutellc.com
jmartinez@nevillsolutions.com	ruthcweese@gmail.com	rolando.arriaga@txcornerstone.net
bralysb2b@gmail.com	brad@vciss.com	pe5125@aol.com
juanemtz@gmail.com	14572m@gmail.com	rigneylaw@aol.com
hsimeon@etsiteam.com	robjrpena@texas-kwh.com	lucy_gladbach@midcontinental.com
silguero.es17@gmail.com	sales@bondauctioneers.com	silverlakesolutionsllc@outlook.com
glassetcmcallen@yahoo.com	sylviasuehandy@gmail.com	sjrangel2237@yahoo.com
info@messengerbusinesssolutions.com	alex@statesmanlex.com	mjaconstructionllc@gmail.com
accounting@compliance-assurance.com	garciafence05@yahoo.com	regina.teplow@wosbtexas.com
s.hardrick@bessource.com	vivian@gemengineers.net	pedro.ordonez@uslawns.net
playrgvllc@hotmail.com	air6management@gmail.com	492trenton@gmail.com
tx8abuilders@hotmail.com	billing@kologik.com	admin@mor-wil.com
rrosales@coastalnetting.com	sara@affordableacsystems.com	pasion6476@yahoo.com
charod.distribution@gmail.com	spartansandblastingllc@yahoo.com	ariana@mynationalprinting.com
sietricon@gmail.com	hilario.hml69@gmail.com	accounting@terrafirmamaterials.com
ssg.contracts@olympus.com	sales@deltasignsupply.com	adminstx@southerntrenchless.com
abraham@interboropackaging.com	aaron.dexter@smartcommunications.us	rsalinas@jrengineeringtx.com
tscontracts@redcross.org	service@americanfilingsolutions.com	ahorstman@aardvarktactical.com
info@360sportsproducts.com	jaimeselectric38@yahoo.com	mrsg@mrgpropane.com
cantusafety@gmail.com	bids@crafco.com	brandon.beatty@hyatt.com
bids@interboropackaging.com	hugo@zunigashousemoverllc.com	texasscripts@outlook.com
buffalogaphardware@gmail.com	tstith@peregrinesolutions.com	juan.moncadajr@carrier.com
service@delvallepestcontrol.com	mark_h_victry@bcbstx.com	katherine@kperezlaw.net
vendorreg@unitedlabsinc.com	jonathan@provelaw.com	alamogrp@alamoinsgrp.com
johnm@stlb.net	galindoauctions@gmail.com	maurice@pacificahms.com
albertolab@capatexas.com	gwmc1207@yahoo.com	socialife@gmail.com
accounting@mediapartners.com	info@pacesetterk9.com	bticivilengineers@gmail.com
kleangetaway@outlook.com	asnyder@assetsystems.com	sscpayments@safetyservicescompany.com
jscarsdale@dbrinc.com	jarmstrong@rkci.com	aaron@amgprinting.com
biddesk@icswaco.com	info@clearimpact.com	shad@coastaltx.com
sheenservicesllc@gmail.com	sales@customchallengecoins.net	rgvpulmonary@gmail.com
kanderson@natoa.org	javier.barbosa@ecoillumination.com	contractadmin@uslegalsupport.com
handl.cleaning78501@gmail.com	jonathan.almanza.law@gmail.com	centex3535@aol.com
sales@sa-industrial.com	atorre@ccrgv.org	sales@foremosttelecom.com
sales@capatexas.com	loriannevalois@yahoo.com	koepkeinc956@yahoo.com
bids@safewaysupply.com	jirehslira@hotmail.com	rfritsch@medzonhealth.com
tg@pencil-cup.com	admin@wcics.org	noeselectricllc@gmail.com
melissa@rdhcompany.com	kellen@dijconstruction.com	patricia_trevino04@yahoo.com
valkarconstruction@outlook.com	wbrown@tbcsatx.com	ggmartin@ensemblegroup.net
pcoenterprisesllc@gmail.com	imatapen@aol.com	service@blr.com
ryan@rovantexas.com	info@snsenterprise.com	contact@addagate.com
bryan.larson@eqdepot.com	mr.aap.jay@sbcglobal.net	mresendez@milagroclinic.org
dale@liberholding.com	info@premiumassetacquisition.com	dwhisman@atlanticsignal.com
shelby@servicewing.com	rodney@rowletthardware.com	jglaser@intera.com
mromero@ag3-group.com	bgarcia@2gsllc.com	tposluszny@att.net
mary@houstonchemsafe.com	sales@medwastesolutions.com	hjromero1983@gmail.com
info@basicltd.com	rcalhoun@rgtalentsolutions.com	rigneyconstruction@gmail.com
tonytatman@criticalhire.com	rsantos78501@gmail.com	tosrco@gmail.com

Bidders List - Purchase of Portable Litter Fences		
kuob@gfhotels.com	n.mcmiller@keyendeavors.org	cristina@hurricanefencetx.com
deltaop@att.net	info@ppldevelopment.com	osbelsconcrete@hotmail.com
condes.landscaping1@gmail.com	j.horwitz@stirista.com	kelly.wallaert@bracewell.com
thorntn@airmail.net	lpatria123@yahoo.com	so.tx.equip.purveyors@gmail.com
luis.flores@vleconstruction.com	jonescommercialservices@gmail.com	richardharries@wcctv.com
colin@superioralarms.com	dhanson@burgooncompany.com	timothy.martin@thesuperiorhydrovac.com
sales@belcosupply.com	jbarnett32@gmail.com	agarcia@advancedexercise.com
djackson@doorcontrolservices.com	enj4122@gmail.com	yenvironmentalserv@yahoo.com
bids@advantagesupply.us	thefootbully@gmail.com	info@setcan.com
kcadspecialties@aol.com	ksalone21@yahoo.com	wkraus@lubbockcounty.gov
admin@twgarch.com	diligentdisinfecting@outlook.com	ockels@mac.com
rjones@skywaymail.com	shekaydragreen@gmail.com	ccare@raysbusinessproducts.com
synolomaterials.3149@gmail.com	hb.macey@perryop.com	isabel@texascordia.com
embrotexas@yahoo.com	solida@houstonbusinessproducts.com	albertfirstclass@gmail.com
bids@pyramidsp.com	evon.sankar@pivotalind.com	loryn@trueadvantage.net
mike.kossman@cddmedical.com	marianne@bullchase.com	cvq@cvqlandsurvey.com
stgr361@gmail.com	msdos4u01@yahoo.com	luisreyes034@yahoo.com
dory@prostarind.com	info@luckyluxinvestments.org	dthomas@grapevinedcj.com
maribel@torresespino.com	info@prosystemsus.com	service@auctionsbyallstar.com
skytempheating.cooling@gmail.com	smartin2@buckeyeinternational.com	invoicing@momentive.ai
quotes@life-assist.com	jlandtroop@yahoo.com	richard.conwill@stmtires.com
michael.rowley@atriumhospitality.com	info@kemocleaning.com	jeff_insurance@yahoo.com
receivables@wowza.com	ashley@breezydayllc.com	stxlandscapes@gmail.com
mckee-kristin@aramark.com	pmyers@eaglepridesupply.com	tsalazar@trimadstx.com
masalih@dnareferencelab.com	leslie@acehardwaremw.com	frgcitybuilders@gmail.com
colleen@archivesupplies.com	sancodhh@swbell.net	adriana@2gsllc.com
killabugpc@yahoo.com	salestaxgroup@dxpe.com	pharr@yanitor.com
ccantu@sleepdrs.net	psbids@globalindustrial.com	lyzette.cantu@edwardsabstract.com
purchasing@strongwatch.com	jrahardjo@canamwireless.com	djzetter@zetter.com
bravoana_nmata0669@yahoo.com	dermaine@ddt24inc.com	leonel3@garza-associates.com
nshaferdu@gmail.com	sdolan@unum.com	adrian@4ma.co
aqualls@onsitehealthllc.com	sheri@dreamranchtx.com	info@staircaseadvertising.com
jairo.razo@cemex.com	bukabowl@gmail.com	dan@vciss.com
hsaenz@cii-erp.com	aesports2020@gmail.com	jelees@ratesresearch.org
bidnotices@bobbarker.com	tdavis103@att.net	ojuarezjr@gmail.com
shanalively398@gmail.com	customercare@unipakcorp.net	jims@nevpacinc.com
dpeden@porterhedges.com	platinumserv@yahoo.com	arnold.cantu@cantuharden.com
andy@snapsupplies.com	andrea.stout@iemshows.com	communicationsetc@sbcglobal.net
service@supplyance.com	sales@acmesoap.com	jrodriguez@barcoment.com
jvrvento@aol.com	1i@1igroup.com	jzsales@joneszylon.com
professorjanay@gmail.com	cyncat11@yahoo.com	rgvpumps@aol.com
ninajjoce@gmail.com	accounting@badgeframe.com	walker@able.city
spesso@pulseca.com	bids@empirepaper.com	kristy.segarra@aqua-metric.com
kelly@morningstarusa.com	drjolung@yahoo.com	janie@industrialrehabservices.com
deleonfuneralhome_pharr@yahoo.com	hr@brainsts.com	scarr@texasrepubliclife.com
milajnotarysigning@gmail.com	marredondo@masterfibers.com	groupbillingatlra@hyatt.com
adelhealthcare@gmail.com	alicia@varemz.com	ricky.longoria@bmltexas.com
service@mooncnl.com	tmoncivais@ft.newyorklife.com	aplusmedicalexaminers@gmail.com
ckleen154@cs.com	chag@federalonesupplies-gsa.com	dbrown@sbinfra.com
jesseg@thetireman.net	astegall@sitepro.com	admin@bstone.biz
bids@hence.business	ase956@live.com	gov.sales@ecolab.com
j.glaze@lighthousefortheblind.org	sales1@dssg4u.com	kathryn.garza@strc.cc
troy.helle@bossjcb.com	evillanueva@goero.com	valeria.munoz@asinc.net
scs.south@grainger.com	mnichols@skycopinc.com	claudiag956@gmail.com
eriole@tennstarequipment.com	brandon.lemay@oldcastlematerials.com	manager@matrixconstruction.co
cdavis@easyvotesolutions.com	mloudenback@coderedsafety.com	jpartain@atlastechnologies.biz
texashubexpress@gmail.com	natowingllc@gmail.com	billing@reconnect.io
lasershark5@yahoo.com	vrangersteel@sbcglobal.net	praganesh@promodirect.com
govbids@fastenal.com	randrparts@aol.com	mlgprotection@att.net
rushing2winders@gmail.com	pburrell@bdc-systems.com	wolfonroofsconstruction@outlook.com
felipegarzaa100@gmail.com	build@riounited.com	dreyna@crc-computers.com
sandra@nolansonline.com	jason@ezimgllc.com	abrown@aeroclave.com
cmitchum@redeagletexas.onmicrosoft.com	evonne.garcia22@gmail.com	hassan.dabaja@jenoptik-inc.com
estimating@ioccompany.com	gperez@freshcoatpainters.com	dking@killeenreadymix.com
noma@abxindustries.com	xtremetxmx@gmail.com	art@obeliskaep.com
larry@schoolsupplypacks.com	fsflores@winsupplyinc.com	joy.barnett@geosolutionsinc.com
sales@gorillanetting.com	wobrian@thegoodmancorp.com	info@brightstarenviro.com
ehernandez@bemedsupply.com	jkunz@cobbfendley.com	pete@1stfpservices.com
ebonee@centralcapitalllc.com	commercialsales@cytechheatingandcooling.com	dstewart@broaddususa.com
team@linhdor.com	dianat@rofainc.com	veronicadeanda@excellentfencergv.com
diego@playwellgroup.com	hilario@hcetex.com	info@wcasphalt.com
katie@kdgsupport.com	customerservice@sunlure.com	ap@buyersbarricades.com
ec@aachemtx.com	daystaropenmri2020@gmail.com	omar.cano@supremeengineering.com
eva.vargas01@utrgv.edu	eternallightfuneralhome@gmail.com	bmeikle@universalengineering.com
riccoteamer@nhqs.services	michele.thompson@saferack.com	stephanie.cardoza@terracon.com
crystalleal5325@gmail.com	rgmcrane@yahoo.com	bids@siteone.com
jhakeem@jchambersenterprises.com	kairoscoffeecatering@gmail.com	365paving@gmail.com

Bidders List - Purchase of Portable Litter Fences		
ccoursey@azb-engrs.com	emtsrgv@gmail.com	kai_salessupport@kurita-water.com
amtexincorporated@gmail.com	mistyg@decofamilia.com	valortraining@yahoo.com
robin@texasstatealarm.com	marketing@consoreng.com	yomeida@midvalleybhps.com
lumateclighting2000@yahoo.com	limontoya@univision.net	protech.admin@icloud.com
mark@ahitexas.com	robin@lion-signs.com	gramirez.canturealestate@gmail.com
atorres+vendor1@opengov.com	accountsreceivable@progress.com	lelmhorst@projectcontrol.com
mocfashion@earthlink.net	kasandg@gmail.com	jjwright@bsnsports.com
customer@pfstar.com	ar@allterracentral.com	saenzbrothersconstruction@gmail.com
msantella@ccsbts.com	alex13091@yahoo.com	
anna.abella@imperialdade.com	lorena@cruzhogan.net	
moa110@aol.com	duberneylawfirm@gmail.com	
farrarj@vmcmail.com	rgvawards@yahoo.com	
bids@globelectric.com	lee@legacychapelsrgv.com	
abutler@indelible-solutions.com	nicole@canyonoftheeagles.com	

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
CONSENT AGENDA
Agenda Item No: 12.B.
Agreement: Ricky Rod Subdivision Water Buyout

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with Ricardo & Deyanira Rodriguez to Provide Water Service to Ricky Rod Subdivision and Execute Any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
Ricardo and Deyanira Rodriguez (developer) is requesting that the City and NAWSC execute a counter-part agreement that will allow the City of Edinburg to become the water service provider for Ricky Rod Subdivision (located approximately 0.12 miles north of the intersection of Rogers Rd. and west side of US Highway 281), which is a 1 lot subdivision, and that City and NAWSC will thereafter apply to the PUC within a one-year period from execution of the agreement to amend their respective service area. In addition, the city is requesting the developer to execute a two-party agreement with the city, which requires the developer to pay for all the fees associated with the buyout and transfer of service areas.

The timeline for the buyout and Public Utility Commission (PUC) application can take between 1–2 years from the submission date of the initial application.

There will be no fiscal impact on the city as the developer will pay all fees associated with the buyout.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with Ricardo & Deyanira Rodriguez to Provide Water Service to Ricky Rod Subdivision and Execute Any Other Documents Relating Thereto.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 11/26/2024	Vanessa Velasquez,
Tomas Reyna, Assistant City Manager	Final Approval - 11/26/2024	Administrative Assistant

Attachments:
A. Agreement - Ricky Rod Subdivision

STATE OF TEXAS §

COUNTY OF HIDALGO § **TWO PARTY CONTRACT**

CITY OF EDINBURG §

WHEREAS, Ricardo & Deyanira Rodriguez ("Developer"), owns a 2.37 acre tract of land known as Ricky Rod Subdivision, which is located in central Hidalgo County, located approximately 0.12 miles north of the intersection of Rogers Rd and West side of US Highway 281,; and

WHEREAS, proposed Ricky Rod Subdivision lies within North Alamo Water Supply Corporation (NAWSC) water Certificate of Convenience and Necessity ("CCN") jurisdiction to provide potable water service to the development under the rules and regulations of the Texas Commission on Environmental Quality ("TCEQ") and the Public Utility Commission of Texas ("PUC"); and

WHEREAS, the Developer requests that the City and NAWSC execute an agreement that NAWSC will allow the City of Edinburg to become the service provider for said development, after all fees associated with the buyout are complete, and that City and NAWSC will thereafter apply to the PUC, to amend their respective service areas as shown in the attached agreement for service; so as to maintain water continuity and have a better water service accountability on the proposed development; and

WHEREAS, a Counter-Part Agreement for Buyout and Transfer of Service Area, hereafter referred to as "Service Agreement," is necessary to be made between NAWSC and the City as set out in Exhibit "A" attached hereto and made a part hereof; and

NOW, THEREFORE, the City of Edinburg and Ricardo & Deyanira Rodriguez in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Developer agrees to pay for any and all fees associated with the buyout

transaction contemplated in the Service Agreement, including but not limited to CCN application fees and related legal fees. The total amount is estimated as $2,500 payable to the City of Edinburg; however, Developer understands and agrees that it shall pay the actual cost of such fees as invoiced by the City. Developer shall make the required payment within seven (7) calendar days of receiving an invoice from the City.

2. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

3. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and the Developer and not otherwise.

4. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

5. **Alternate Dispute Resolution.** If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written

notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of each Party. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, either party may initiate litigation to resolve the dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas

6. **Attorneys' Fees.** In the event of litigation between the Parties, each party shall bear its own costs, including attorney's fees, expenses, and costs.

7. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall be either (i) personally delivered against written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edinburg: City of Edinburg
Attention: Myra L Ayala, City Manager

P.O. Box 1079 – 415 W University
Edinburg, Texas 78540

If to Developer: Ricardo & Deyanira Rodriguez
c/o The Ricky Rod Law Group
505 W Cano
Edinburg, Texas 78539

8. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by Edinburg and the Developer have been duly authorized by all necessary laws,

resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Edinburg and the Developer in accordance with its terms.

IN WITNESS WHEREOF, EXECUTED by Ricardo & Deyanira Rodriguez, and the City of Edinburg, in duplicate originals effective on _____ day of _____, 2024.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
Josephine R. Solis.

BY: _____
Josephine R. Solis, City Attorney

Ricardo & Deyanira Rodriguez

BY:_____
Ricardo & Deyanira Rodriguez
c/o The Ricky Rod Law Group
505 W Cano
Edinburg, Texas 78539

EXHIBIT "A" –

COUNTER-PART AGREEMENT BETWEEN NORTH ALAMO WATER SUPPLY CORPORATION (NAWSC) AND CITY OF EDINBURG

COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA

STATE OF TEXAS **BETWEEN: NORTH ALAMO WATER SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO **CITY OF EDINBURG**

RE: Ricardo & Deyanira Rodriguez

1. The Master Agreement for Transfer of Service Area ("***Master Agreement***") by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("***CITY***") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("***NAWSC***"), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area ("***Counter-Part Agreement***") made this ____ day of_____, 20 ___, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement consitute defined terms herein.

NAWSC Transfer Area: **Ricky Rod Subdivision**, being a **2.38** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit "1."**

Purchase Price: **Eleven Thousand Three Hundred Ninety-Eight Dollars and Thirty-Two Cents ($ 11,398.32)**.

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt

of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits "2"** and **"3"**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By:_____
Steven P. Sanchez, General Manager

Approved:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

_____
Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS
415 W. University Drive
P. O. Box 1079
Edinburg, Texas 78540

By:_____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

Approved:

JOSEPHINE R. SOLIS

BY: _____
Josephine R. Solis, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Myra L. Ayala, City Manager**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the **City Manager of the City of Edinburg**, that he executed the same as the act of the **City of Edinburg** for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202___.

_____
Notary Public and for the State of Texas

EXHIBIT "1"

(NAWSC Transfer Area Map/Description)

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo WSC (CCN No. 10553) in Hidalgo County.



Detailed Map

N

Created by: Gabriel Rodriguez
Date Created: October 1, 2024

Legend

Requested Area to Transfer from CCN No. 10553 to CCN No. 12106

0 400 800
Feet

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo WSC (CCN No. 10553) in Hidalgo County.



General Location Map

N

Legend

Requested Area to Transfer from CCN No. 10553 to CCN No. 12106

Requested Area to Transfer

Created by: Gabriel Rodriguez
Date Created: October 1, 2024

0 2,000 4,000
Feet

EXHIBIT "2"

(NAWSC Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

November 19, 2024
Amended Item 26 and 33 H

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
August 20, 2024

Present	Staff	Other
Michael England	Steven P. Sanchez	Richard Fryer – Corporation Attorney
Derrick Swanberg	Robert Rodriguez	Mike Hernandez – Melden & Hunt Eng.
Samuel Ruiz	Irma Tamez	Ivan Garcia – Rio Delta Eng.
Martin Drewry	Robyn Rodriguez	Fred Resendez – Freese & Nichols
Abdiel Cuevas	Janie Sandoval	
Steve Krenek	Agustin Gomez	
Manuel Garcia		

1. **Agenda Item #1.** The meeting was called to order by President Steve D. Krenek at 1:00 p.m.

2. **Agenda Item #2.** Mr. England moved for the approval to accept the minutes for July 23, 2024. Mr. Cuevas seconded and the motion carried with all in favor.

3. **Agenda Item #3.** No public comments.

4. **Agenda Item #30.** Water Operations Report, Robert Rodriguez
   - **A.** Water Loss of the month of July, 2024
   - **B.** TCEQ and Texas Department of Health Inspections Report
   - **C.** TCEQ Enforcement Notice - Permit Effluent Limit Violation(s) at Owassa RO
   - **D.** Mr. England moved for the approval of a $30,000.00 budget increase and authorize the purchase of a forklift. Mr. Garcia seconded and motion carried with all in favor.

5. **Agenda Item #23.** Mr. Ruiz moved for the approval of a utility permit and to be 5 feet deep for Texas Gas Service to provided services to Santa Cruz Palms Subdivision. Mr. Drewry seconded and motion carried with all in favor.

6. **Agenda Item #24.** Mr. Ruiz moved for the approval of utility permit for Magic Valley Electric Coop for an electrical crossing for the Villa at Canton Subdivision. Mr. Drewry seconded and the motion carried with all in favor.

7. **Agenda Item #25.** Mr. Ruiz moved for the approval of a utility permit for contractor, (G-8 Utilities, LLC), for the City of Weslaco's Border Avenue Storm Drainage Improvement Project along Border Rd. north of Tahoe Street in the West Lake Subdivision. Mr. Drewry seconded and the motion carried with all in favor.

8. **Agenda Item #4.** An update was made by Fred Resendez of Freese & Nichols on the following projects:
   - **A.** Doolittle R.O.
   - **B.** Owassa R.O.

9. **Agenda Item #5.** Mr. Swanberg moved for the approval of payment for all related invoices for the above-mentioned projects on Item #04 for the month of August. Mr. Drewry seconded and the motion carried with all in favor.
   - **A.** Mr. Swanberg moved for the approval of payment to R. W. Harden and Associates, Inc. for the Doolittle Water Well Expansion. Mr. England seconded and the motion carried with all in favor.

North Alamo WSC Board of Directors Meeting – August 20, 2024

10. **Agenda Item #6.** An update report was made by Ivan Garcia with Rio Delta engineering on the following project:
    A. San Carlos Lift Station

11. **Agenda Item #7.** Mr. Drewry moved for the approval of accepting the San Carlos lift Station Project from the County of Hidalgo and authorizing General Manager to sign all related documents. Mr. Swanberg seconded and motion carried with all in favor.

12. **Agenda Item #8.** Mr. England moved for the approval of payment for all related invoices for the above-mentioned projects on Item #06 for the month of August. Mr. Ruiz seconded and motion carried with all in favor.

13. **Agenda Item #9**. An update was made by Mike Hernandez on the following projects:
    A. Donna Regional Wastewater Treatment Plant Phase 2
    B. Construction Phase of the Weslaco Area Wastewater Project
    C. Mile 6 West Road Right of Way Project
    D. Water Tower South of Donna
    E. CIP Phase II
    F. Water Treatment Plant 7 Raw Waterline Project
    G. Report on La Feria Well

14. **Agenda Item #10.** Mr. England moved for the approval of Change Order No. 1 for South Texas Water Well Services, LLC for he La Veria Water Well Project in the amount of $169,291.00. Mr. Swanberg seconded and the motion carried with all in favor.

15. **Agenda Item #12.** Mr. Ruiz moved for the approval of final payment for the La Feria Water Well Project as recommended by the engineer. Mr. Swanberg seconded and the motion carried with all in favor.

16. **Agenda Item #13.** Mr. Ruiz moved for the approval of accepting improvements for the NAWSC Plant No. 5 Transmission Line Project as recommended by the engineer. Mr. Drewry seconded and the motion carried with all in favor.

17. **Agenda #11.** Mr. Ruiz moved for the approval of accepting improvements for the La Feria Project as recommended by the engineer. Mr. Swanberg seconded and motion carried with all in favor.

18. **Agenda Item #14.** Mr. Ruiz moved for the final payment in the amount of $224,181.19 for the NAWSC Plant No. 5 Transmission Line Project as recommended by the engineer. Mr. Garcia seconded and the motion carried with all in favor.

19. **Agenda Item #15.** Mr. Drewry moved for the approval of payment for all related invoices for the above-mentioned projects on Item #09 for the month of August. Mr. Ruiz seconded and the motion carried with all in favor.

20. **Agenda Item #16.** Mr. Swanberg moved for the approval of awarding bid to the lowest responsive bidder for the FM 1425 Waterline Adjustment as recommended by the engineer. Mr. Garcia seconded and the motion carried with all in favor.

North Alamo WSC Board of Directors Meeting – August 20, 2024

21. **Agenda Item 17.** Mr. England moved for the approval of authorizing engineer to solicit bids for the demolition of the FM 1925 and FM 907 Water Tower. Mr. Swanberg seconded and the motion carried with all in favor.

22. **Agenda Item #18.** Mr. Swanberg moved for the approval of having our engineer develop a plan to take the storage tank at Plant #2 out of service and advertise for bids to refurbish the tank. Mr. Drewery seconded and the motion carried with all in favor.

23. **Agenda Item #19.** Mr. England moved for the approval of authorizing staff and engineer to apply to the Texas Water Fund for a well and a 1 MGD R.O. Train for the Lasara and Donna R.O. Plants. Mr. Swanberg seconded and the motion carried with all in favor.

24. **Agenda Item #20.** Mr. Ruiz moved for the approval of contracting out North Alamo's meter change out and buy an additional 5,000 meters. Mr. Swanberg seconded and the motion carried with all in favor.

25. **Agenda Item #21.** Mr. Ruiz moved for the approval of authorizing staff and engineer to apply for funding on the meter change out program. Mr. Swanberg seconded and the motion carried with all in favor.

26. **Agenda Item #22.** Mr. Swanberg moved for the approval of renewing farm lease agreements expiring August 31, 2024, at $55.00 an acre and authorize GM as signatory on all related documents.
    A. Monte Alto WWTP (44 acres)
    B. San Carlos WWTP (56 acres)
    C. Delta Regional WTP No. 7 (60.16 acres)
    D. Willacy RO WTP (95 acres), Lasara WWTP (23 acres), and Hargill WWTP (41 acres)
    Mr. Ruiz seconded and the motion carried with all in favor.

27. **Agenda Item #26.** Mr. Ruiz moved for the approval of a buyout area of a 2.38 acre-tract of land out of Lot 5, Section 243, Texas-Mexican Railway Company Survey, located north of **Rogers Rd**. and west of US Exp 281 to the City of Edinburg. *See Item 33H. Mr. Cuevas seconded and motion carried with all in favor.

28. **Agenda Item #27.** Mr. England moved for the approval of a buyout area of a 2 acre-tract out of Kelly Pharr Subdivision, located west of US Exp 281 and north of Wisconsin Road to the City of Edinburg. *See Item 33.J. Mr. Drewry seconded and motion carried with all in favor.

29. **Agenda Item #28.** Mr. England moved for the approval of contributing to the following organizations with the following amounts: (2024-2025)
    A. RGV Livestock Show - $1,500.00
    B. Willacy County Fair & Auctions - $1,500.00
    C. S.T.A.R. (South Texas Agriculture Round-Up) - $1,500.00
    D. 4-H Fund Raiser - $1,500.00
    E. Kids, Kows, and More for water conservation education in Hidalgo and Willacy Counties - $500.00 for each
    Mr. Cuevas seconded and motion carried with all in favor.

North Alamo WSC Board of Directors Meeting – August 20, 2024

30. **Agenda Item#29.** Mr. Ruiz moved for the approval of Financial Statement for July, 2024, as presented by Janie Sandoval. Mr. Garcia seconded and the motion carried with all in favor.

31. **Agenda Item #31.** Wastewater Operations Report, Agustin Gomez
    - **A.** Wastewater Operations Report, Agustin Gomez
      - **(1)** Report on Wastewater Treatment Plants and Collection Systems for July, 2024

32. **Agenda Item #32.** General Manager's Report
    - **A.** Report on TRWA and TCEQ Drought & Hurricane Resiliency Workshop in McAllen
    - **B.** Report on meeting with Hidalgo County Judge on Regional Water Projects
    - **C.** Report on Water Symposium hosted by the City of Pharr
    - **D.** Mr. England moved for the approval of amending North Alamo's Drought Contingency plan to coincide with Hidalgo County's Plan. Mr. Garcia seconded and the motion carried with all in favor.
    - **E.** Discussion on Amistad/Falcon Domestic, Municipal, and Industrial Uses (DMI)
    - **F.** Report on South Texas Water Utility Managers' Association Meeting September 2024 Board Meeting 09/19/24

33. **Agenda Item #33.** Mr. Drewry moved for the approval of the following subdivisions:
    - **A.** ARTSOB Subdivision #2, 7 lots on 4.2 acres, located on the northeast corner of Dillon Rd. and Wisconsin Rd., developer – Rene Pena (Septic Tanks)
    - **B.** *Canton Hills Subdivision, 52 lots on 18.334 acres, located on the north side of E. Canton Road, between S. Raul Longoria Road and S. Cesar Chavez Road, developer – Ashish Valecha (City Sewer Service – Edinburg) *Originally approved 09/19/2023 with 51 - 4plex lots, needs to be amended to be 52 – 4plex lots; no changes to acreage, location or developer.
    - **C.** Izaguirre Estates Subdivision, 10 lots on 7.32 acres, located south of Mile 15 ½ N Rd. west of FM 88, developer – Martin Isaguirre (Septic Tanks)
    - **D.** Levrier Subdivision, 2 lots on 5 acres, located north of Clark Rd west of Kansas City Rd., developer – Roberto T. Levrier (Septic Tanks)
    - **E.** Maria Elena Rivera Subdivision, 1 lot on 1 acre, located east of Doolittle Rd. and north of Ingle Rd, developer – Maria Elena Rivera (Septic Tanks)
    - **F.** Owassa Springs Townhomes Subdivision, 20 lots on 1.9 acres, located south of E. Owassa Rd. and west of I Rd., developer -Abel Hernandez (City Sewer Service – Pharr)
    - **G.** RBR Subdivision No. 6, 36 lots on 24.219 acres, located south of FM 2812 and north of Benito Ramirez Rd., developer – RBR Development & Investments (Septic Tanks)
    - **H.** *Ricky Rod Subdivision, 1 lot on 2.38 acres, located north of Rogers Rd. and west of US Esp 281, developer(s) – Ricardo & Deyanira Rodriguez (City Sewer Services – Edinburg) *Buyout
    - **I.** Rigoberto & Vanessa Reyes Subdivision, 2 lots on 9 acres, located north of SH 107 and west of Pomelo Rd., developers – Rigoberto & Vanessa Reyes (Septic Tanks)
    - **J.** *Rios Court Subdivision, 1 lot on 2.0 acres, located west of US Expressway 281 and north of Wisconsin Rd., developer – MB Rios Investments, LLC (City Sewer Service – Edinburg)
    - **K.** The Cantu Estates Subdivision, 4 lots on 6.24 acres, located east of Raul Longoria Rd. and north of Alberta Rd., developer – BIG Reality, LLC (Septic Tanks)

    Mr. Cuevas seconded and the motion carried with all in favor.

North Alamo WSC Board of Directors Meeting – August 20, 2024

34. **Agenda Item 34.** Mr. Swanberg moved for the approval of accepting finished subdivisions for July, 2024.

	Subdivision Name	Date Finished
A.	Tierra Roosevelt Subdivision	07/11/2024
B.	Cantera Hermosa Phase V Subdivision	07/25/2024
C.	Leon Heights Phase I Subdivision	07/18/2024
D.	GTO Subdivision	07/01/2024
E.	Jameson Estates Subdivision	06/26/2024

Mr. Cuevas seconded and the motion carried with all in favor.

35. **Agenda Item #35.** Mr. Drewry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Swanberg seconded and motion carried with all in favor.

36. **Agenda Item #36.** The board entered into executive session at 3:12 p.m. to discuss the following:
    - **A.** Discussion on the Donna Irrigation District agreement and possible approval.
    - **B.** Report on the Engelman Raw Waterline Negotiations.
    - **C.** Consideration and possible approval of authorizing General Manager and engineer to look for land in the Donna area for a municipal well.

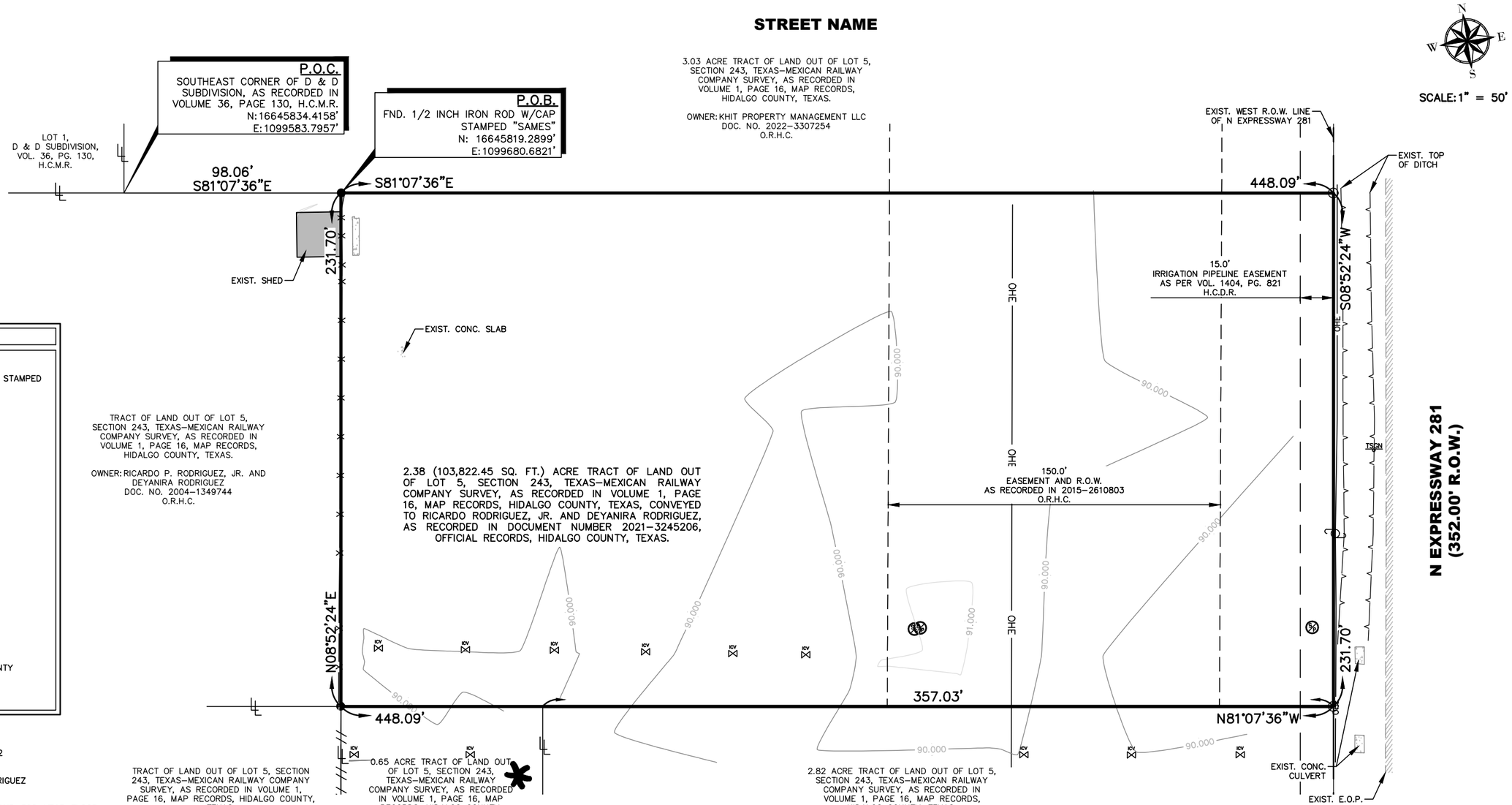
37. **Agenda Item #37.** The Board returned to regular session at 3:38 p.m.
Mr. England moved for the approval Agenda Item #37 (C) as per the discussion in executive session. Mr. Ruiz seconded and motion carried with all in favor.

38. **Agenda Item #38. Mr.** Drewry moved to adjourn the meeting at 3:40 p.m. Mr. Cuevas seconded and the motion carried with all in favor.

Irma Tamez, Recording

Derrick Swanberg – Secretary

Steve Krenek – President



LEGEND

●	– FND. 1/2" IRON ROD
○	– SET 1/2" IRON ROD W/PLASTIC CAP STAMPED "SAMES"
	– POWER POLE
	– IRRIGATION STANDPIPE
ICV	– IRRIGATION CONTROL VALVE
ISGN	– TRAFFIC SIGN
	– PALM TREE
OHE	– OVERHEAD ELECTRIC LINE
X	– CHAINLINK FENCE LINE
//	– CEDAR FENCE LINE
EXIST.	– EXISTING
CONC.	– CONCRETE
	– ASPHALT
	– CONCRETE
℄	– PROPERTY LINE
H.C.M.R.	– HIDALGO COUNTY MAP RECORDS
H.C.D.R.	– HIDALGO COUNTY DEED RECORDS
O.R.H.C.	– OFFICIAL RECORDS OF HIDALGO COUNTY
R.O.W.	– RIGHT OF WAY
FND.	– FOUND

GENERAL NOTES:

ADDRESS: N EXPRESSWAY 281,EDINBURG, TEXAS 78542
SURVEYED: MARCH 14, 2024
REQUESTED BY: ISAEL POSADAS JR.
OWNER: RICARDO RODRIGUEZ, JR. AND DEYANIRA RODRIGUEZ

FLOOD ZONE DESIGNATION:
"ZONE X" – AREAS BETWEEN LIMITS OF 100-YEAR AND 500-YEAR FLOOD; OR AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2000

I, LEO L. RODRIGUEZ, JR., CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY AND THAT THERE ARE NO VISIBLE OR APPARENT EASEMENTS, DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN ON THIS PLAT. NO SUBSURFACE UTILITIES OR SERVICE CONNECTIONS ARE SHOWN, © COPYRIGHT 2018 SAM ENGINEERING & SURVEYING. THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE BORROWER NAMED HEREON, IN CONJUNCTION WITH THE ORIGINAL TRANSACTION WHICH SHALL TAKE PLACE WITHIN 6 MONTHS AFTER THE SURVEY WAS PROVIDED. NO LICENSE HAS BEEN CREATED OR IMPLIED COPY THIS SURVEY. SURVEY VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE.

3/22/24
LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

JOB NUMBER	DRAWN BY	RVWD. BY	DATE
SUR 24.060	B.S.	L.L.R.	03/22/2024

SURVEY NOTES:

1. BASIS OF BEARING AS PER THE WEST RIGHT OF WAY LINE OF N FRONTAGE, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2. ALL COORDINATES, BEARINGS, AND DISTANCES, ARE BASED ON THE TEXAS COORDINATE SYSTEM, (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, US SURVEY FEET, GRID. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE BASED ON RECORDED DOCUMENT.

3. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.

4. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS THAT ARE NOT SHOWN.

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

5. SUBJECT TO THE SUBDIVISION RULES AND REGULATIONS OF THE COUNTY OF HIDALGO AND ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION OF SAID PROPERTY.

BOUNDARY PLAT SHOWING

2.38 (103,822.45 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 5, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, AS RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, CONVEYED TO RICARDO RODRIGUEZ, JR. AND DEYANIRA RODRIGUEZ, AS RECORDED IN DOCUMENT NUMBER 2021-3245206, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SAMES
200 S. 10TH STREET, SUITE 1500 TEL: (956) 702-8880
MCALLEN, TEXAS 78501 FAX: (956) 702-8883
SURVEY FIRM REG. No. 101416-00
| MCALLEN TX. | | HARLINGEN TX. | SANTA FE NM. | | LOS ALAMOS NM. |

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

2.38 (103,822.45 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 5, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, AS RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, CONVEYED TO RICARDO RODRIGUEZ, JR. AND DEYANIRA RODRIGUEZ, AS RECORDED IN DOCUMENT NUMBER 2021-3245206, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEING A 2.38 (103,822.45 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 5, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, AS RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, CONVEYED TO RICARDO RODRIGUEZ, JR. AND DEYANIRA RODRIGUEZ, AS RECORDED IN DOCUMENT NUMBER 2021-3245206, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

COMMENCING; AT A POINT, AT THE COMMON CORNER OF LOT 1, D & D SUBDIVISION, AS RECORDED IN VOLUME 36, PAGE 130, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND A 3.03 ACRE TRACT OF LAND CONVEYED TO KHIT PROPERTY MANAGEMENT LLC, AS RECORDED IN DOCUMENT NUMBER 2022-3307254, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO RICARDO P. RODRIGUEZ JR. AND DEYANIRA RODRIGUEZ, AS RECORDED IN DOCUMENT NUMBER 2004-1349744. OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, **THENCE;** SOUTH 81°07'36" EAST, ALONG THE COMMON LINE OF SAID TRACT OF LAND CONVEYED TO RICARDO P. RODRIGUEZ JR. AND DEYANIRA RODRIGUEZ AND SAID 3.03 ACRE TRACT OF LAND CONVEYED TO KHIT PROPERTY MANAGEMENT LLC, A DISTANCE OF 98.06 FEET, TO A FOUND 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES", FOR THE **POINT OF BEGINNING** AND THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N= 16645819.2899', E= 1099680.6821';

THENCE; SOUTH 81°07'36" EAST, ALONG THE SOUTH LINE OF SAID 3.03 ACRE TRACT OF LAND CONVEYED TO KHIT PROPERTY MANAGEMENT LLC, A DISTANCE OF 448.09 FEET, TO A SET 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES", AT THE SOUTHEAST CORNER OF SAID 3.03 ACRE TRACT OF LAND CONVEYED TO KHIT PROPERTY MANAGEMENT LLC, AND ALSO BEING ON THE WEST RIGHT OF WAY LINE OF NORTH EXPRESSWAY 281 (HAVING A 352.00' R.O.W.), FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 08°52'24" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID NORTH EXPRESSWAY 281, A DISTANCE OF 231.70 FEET, TO A SET 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES", AT THE NORTHEAST CORNER OF A 2.82 ACRE TRACT OF LAND CONVEYED TO SHELLY LAVONNE DUFFEY, AS RECORDED IN DOCUMENT NUMBER 2023-3447554, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

THENCE; NORTH 81°07'36" WEST, ALONG THE NORTH LINE OF SAID 2.82 ACRE TRACT OF LAND CONVEYED TO SHELLY LAVONNE DUFFEY, AT A DISTANCE OF 357.03 FEET, PASSING A POINT, AT THE COMMON CORNER OF A 0.65 ACRE TRACT OF LAND CONVEYED TO SHELLY LAVONNE DUFFEY, AS RECORDED IN DOCUMENT NUMBER 2023-3447556, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 2.82 ACRE TRACT OF LAND CONVEYED TO SHELLY LAVONNE DUFFEY, CONTINUING TO A TOTAL DISTANCE OF 448.09 FEET, TO A FOUND 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES", AT THE COMMON CORNER OF SAID 0.65 ACRE TRACT OF LAND CONVEYED TO SHELLY LAVONNE DUFFEY, SAID TRACT OF LAND CONVEYED TO RICARDO P. RODRIGUEZ JR. AND DEYANIRA RODRIGUEZ AND A TRACT OF LAND CONVEYED TO ROY C. ROEGIERS, AS RECORDED IN DOCUMENT NUMBER 2001-986318, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 08°52'24" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND CONVEYED TO RICARDO P. RODRIGUEZ JR. AND DEYANIRA RODRIGUEZ, A DISTANCE OF 231.70 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 2.38 (103,822.45 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, LEO L. RODRIGUEZ, JR., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

3/22/24

LEO L. RODRIGUEZ, JR., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



North Alamo Water Supply Corp.

420 S. Doolittle Road
Edinburg, Texas 78542

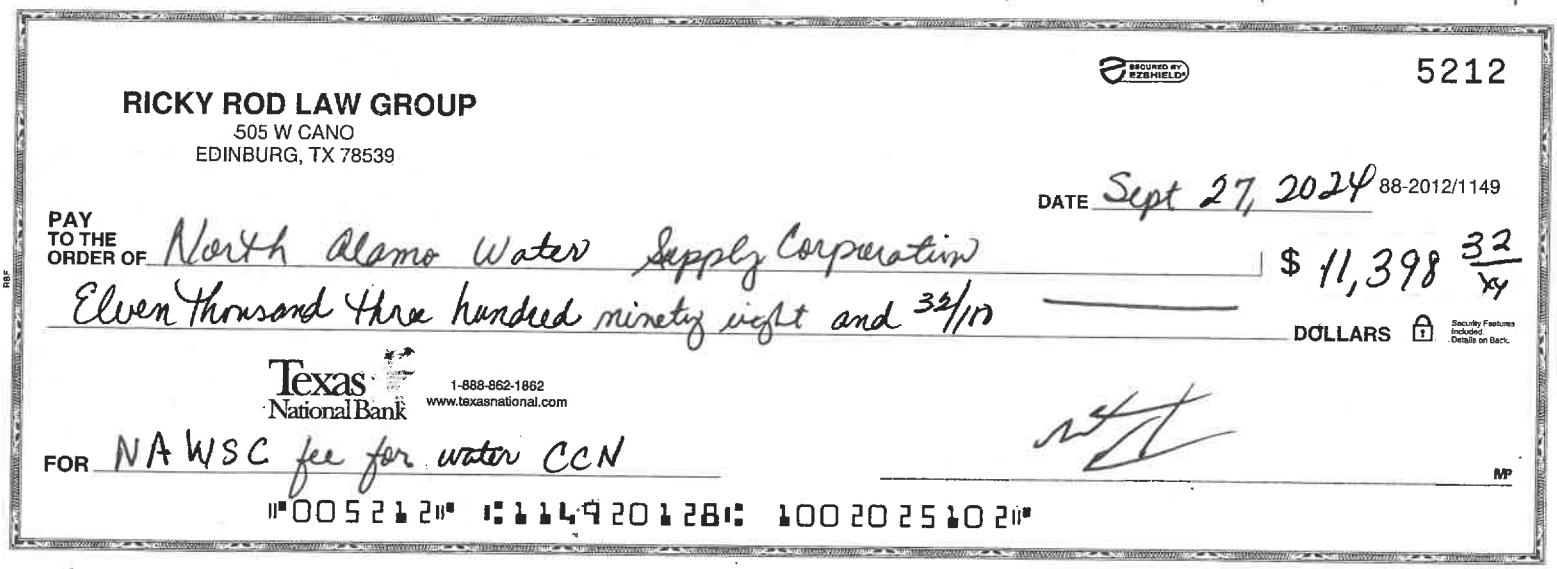
Sales Receipt

Date	Sale No.
10/1/2024	46527

Sold To
RICKY ROD LAW GROUP

Check No.	Payment Method	Rep
5212	Check	IJ

Description	Qty	Rate	Amount
Deferred Revenue		11,398.32	11,398.32



RICKY ROD LAW GROUP
505 W CANO
EDINBURG, TX 78539

5212

DATE Sept 27, 2024 88-2012/1149

PAY TO THE ORDER OF North Alamo Water Supply Corporation $ 11,398 32/xx

Eleven Thousand three hundred ninety eight and 32/xx DOLLARS

Texas National Bank 1-888-862-1862 www.texasnational.com

FOR NAWSC fee for water CCN

MP

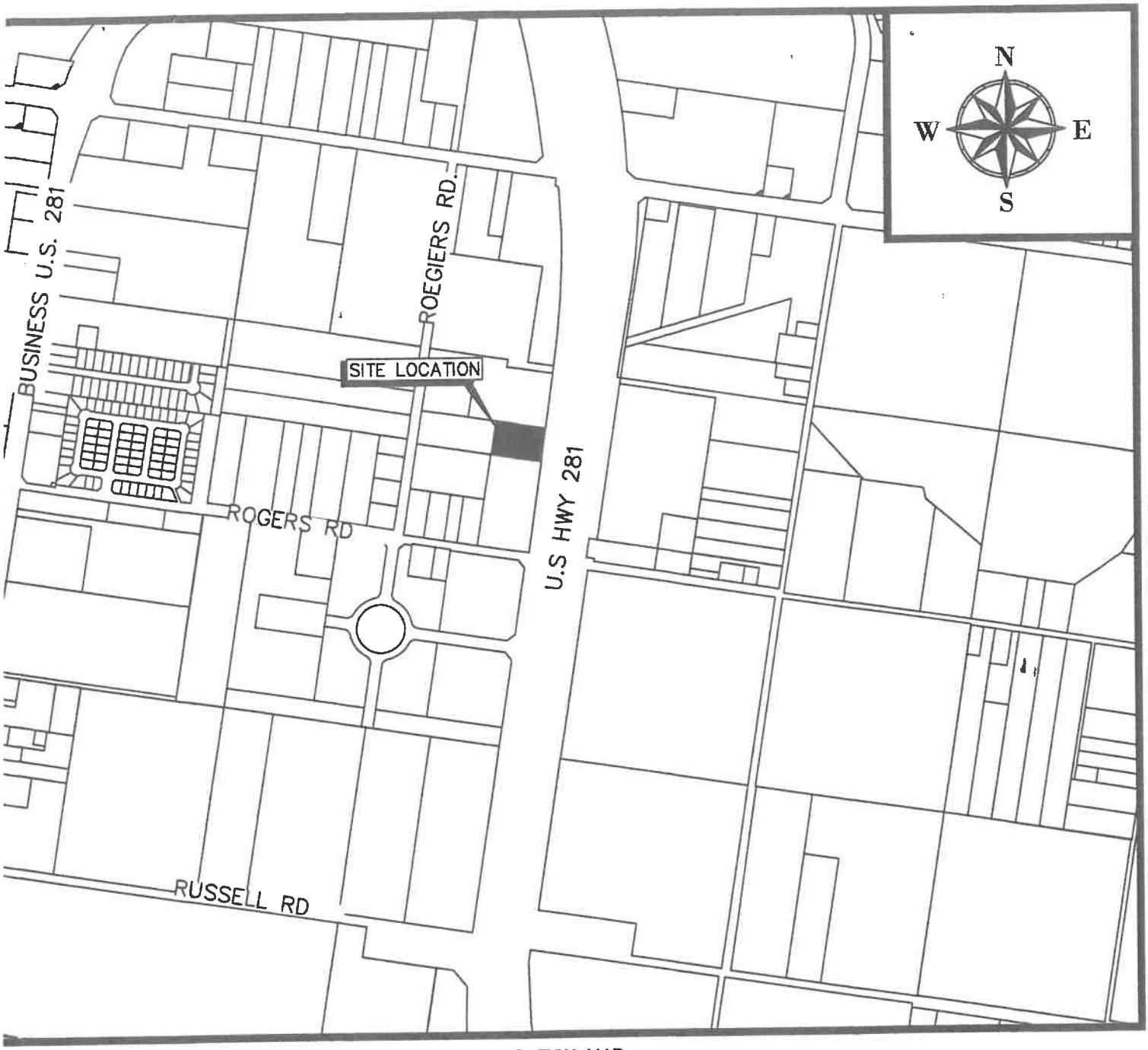
⑈005212⑈ ⑆114920128⑆ 100202510 2⑈

RICKY ROD SUB BUY OUT		**Total**	$11,398.32

Phone #	(956) 383-1618	E-mail	newaccounts@nawsc.com

SUBDIVISION CHECK LIST

	Subdivision Name	**RICKY ROD SUBDIVISION**			**CITY**
	No. of Lots / Gross & Net Acres	**1 LOT 2.37 ACRES**			**EDINBURG**
	Location	**N. OF ROGERS RD. W. OF EXP. 281**			
	Developer's Name	**RICARDO & DEYANIRA RODRIGUEZ**		Ph #	
	Engineering Firm	**SAMES ENGINEERING**		Ph #	**702-8880**
	Contractor	**BUYOUT**		Ph #	
	ITEMS		**AMOUNTS**		
	Preliminary Plat & Utility layout				
	Subdivision Narrative Letter				
	Warranty Deed				
	Buyout	**10/1/2024**	**$11,399.32**	Rec #	**46527**
	Water Service Agreement Signed				
	Board of Director's Approved	**BUYOUT APPROVED 8/20/24**		Rec #	
	Hydraulic Analysis Study				
	Letter of Conditions Issued & Rec.				
	Contract offsite easements			Rec #	
	Black Hydrant Legal Deposit			Rec #	
	Fire Hydrant Liab. Ins. Reims.			Rec #	
	County / City Notice To Proceed				
	Submittal of Material List for Project				
	Preconstruction Meeting				
	County/State/Gas/Elec. Bore Permits			Rec #	
	NAWSC Separate M.P.O. Easement				
	Irrigation District Exclusion Letter			Irri.	
	Administrative Filing Sub			Rec #	
	Installation Deposits-Curr YR			Rec #	
	New/Forfeited Membership			Rec #	
	Water Supply Fee			Rec #	
	Reimbursement Fee (5 yrs)			Rec #	
	Engineer Cost of Wtr Improv.				
	Pipe line Pressure Test				
	Bac-it Sample Approved				
	Service connections Pad Lock				
	Sewer Provider				
	WW Letter of Conditions Issued & Rec.				
	W.W. Subdivision Review Fee				
	W.W. Administrative Fee				
	W.W. Plant Capacity Replacement Fee				
	Engineer Cost of WWtr Improv.				
	U.S.B on State Plain format				
	Subdivision As-Builts				
	Final Inspector's Wtr Certification		**DATE**		
	Thirty Year Letter				
	Date Plat Recorded				



LOCATION MAP

SCALE: 1"=1000'

RICKY ROD SUBDIVISION

A 2.38 (103,822.45 SQ. FT.) ACRE NET. TRACT OF LAND OUT OF LOT 5, SECTION 243, TEXAS–MEXICAN RAILWAY COMPANY SURVEY, AS RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS, CONVEYED TO RICARDO RODRIGUEZ, JR. AND DEYANIRA RODRIGUEZ, AS RECORDED IN DOCUMENT NUMBER 2021–3245206, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEING A 2.38 (103,822.45 SQUARE FEET) ACRE NET. TRACT OF LAND OUT OF LOT 5, SECTION 243, TEXAS–MEXICAN RAILWAY COMPANY SURVEY, AS RECORDED IN VOLUME 1, PAGE 16, OFFICIAL MAP RECORDS, HIDALGO COUNTY, TEXAS, BEING THE SAME TRACT CONVEYED TO RICARDO RODRIGUEZ, JR. AND DEYANIRA

EXHIBIT "3"

(CITY Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
CONSENT AGENDA
Agenda Item No: 12.C.
Replacement of Various Components for Wastewater Treatment Plant
UV Disinfection System

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Agreement with Newman Regency Group for the Replacement of Various Components of City's Wastewater Treatment Plant UV Disinfection System as a Sole Source Item in the Amount of $445,304.20 and Execute Any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
The project involves the replacement of various components, such as modules, sensors, pump assembly, receptacles, transducer, and actuator, of the City's Wastewater Treatment Plant UV Disinfection System Channel 1. This replacement is necessary in order for the system to properly disinfect the treated water leaving the wastewater plant. The estimated timeline for the delivery date is 6–7 weeks after a purchase order has been issued.

Funding is available within the 2024-2025 Fiscal Year Operating Budget.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into an Agreement with Newman Regency Group for the Replacement of Various Components of City's Wastewater Treatment Plant UV Disinfection System as a Sole Source Item in the Amount of $445,304.20 and Execute Any Other Documents Relating Thereto.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 11/26/2024	Vanessa Velasquez,
Tomas Reyna, Assistant City Manager	Final Approval - 11/26/2024	Administrative Assistant

Attachments:
A. Agreement
B. Sole Source Letter
C. Sole Source Affidavit

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND NEWMAN REGENCY GROUP FOR REPLACEMENT AND INSTALLATION OF UV SYSTEM CHANNEL ONE AT THE WASTEWATER TREATMENT PLANT

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and **Newman Regency Group**., (hereinafter "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain Work in connection therewith; and,

WHEREAS, Contractor represents that is has the knowledge, ability, equipment, and personnel to properly provide Work needed by the City; and

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to provide the following Work as stated in the agreement and Proposal attached as **Exhibit "**A". Upon receipt of Work to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
WORK OF CONTRACTOR

A. The Contractor agrees to perform the Work, under the terms of this Agreement, and at its own proper cost and expense to furnish all labor, insurance and other accessories and Work necessary to complete the said task in accordance with the conditions and prices stated in the proposal attached as **Exhibit "A".**

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implications to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITES OF CONTRACTOR

A. Contractor shall perform the Work described in **Exhibits "A".**

B. Contractor shall perform its Work with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Work furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations in performing the Work. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of Work furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Work performed under this Agreement. In connection with the performance of the Work by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Work as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Work.

E. Contractor will submit monthly progress data for the reporting period. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City.

G. City's review or approval of reports and other Work furnished hereunder shall not in any way relieved Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Work shall be construed as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement.

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Work furnished under this Agreement.

I. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

J. J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION IV

PAYMENT AND FEES

City agrees to pay Contractor for Work herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed **as listed in Exhibit A** for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate Work performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and /or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensations required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Work, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Work, including property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, and interference with Work and related work;

c. Contractor has failed to provide and maintain required insurances;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or cost related to evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Work is defective, requiring correction or replacement;

g. City has been required to correct defective Work or has accepted

defective Work;

h. Liens have been filed in connection with the Work; or

i. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction with 30 day of receiving City's written notice.

E. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Contractor following termination or expiration of this Agreement as defined below, the Contractor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION V
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Work to be performed under it, shall commence within ten (10) days after the Notice to Proceed, as set forth in this contract and as specified by the City. Work will continue until the Project is declared complete in a written instrument signed by the City Manager. Work shall be completed in no more than 100 calendar days after the Notice to Proceed. The city shall have the right, in its sole discretion, to extend the term of this Agreement for an additional period of time. If approved by City, City shall provide Contractor with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Work rendered by Contractor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either of both parties hereunder shall so survive the termination, cancellation or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Work hereunder or as such other time as may be requested by City, Contractor shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Contractor or others, in Contractor's possession and related to the Work.

E. The City reserves the right to suspend work on the Work, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Work so suspended when directed to so by the City. The City shall have no lability to Contractor except for charges for work performed by Contractor and accepted by the City prior to receipt of notice of suspension of Work. If only a portion of the Work are suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Work under this Section, the City may take over the work and may obtain the Work of another entity to complete the work under this Agreement.

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the

City may suffer financial loss if the Work is not completed within the time **specified in Section V herein, plus any extensions thereof as allowed under this Agreement. Accordingly, instead of requiring any such proof of financial loss, the City and the Contractor agree that, not as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the City for each calendar day after the time to complete the Work specified in Section V, plus any extensions thereof as allowed under this Agreement, the amount corresponding below:**

FOR AMOUNT OF CONTRACT	COST PER CALENDAR DAY
$ 5,000.00 to $ 25,000.00	$100.00
$ 25,001.00 to $ 100,000.00	$200.00
$ 100,001.00 to $ 500,000.00	$250.00
$ 500,001.00 to $1,000,000.00	$300.00
$1,000,001.00 to $2,000,000.00	$400.00
$2,000,001.00 to $3,000,000.00	$500.00
$3,000,001.00 to $4,000,000.00	$600.00
$4,000,001.00 to $5,000,000.00	$700.00
$5,000,001.00 and over	$800.00

SECTION VII
SCHEDULE REQUIREMENTS

Whenever, in the sole discretion of the City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be

reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Proposal including the Quote, Information Required of Bidder and all required certificates and affidavits

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended by Change Order pursuant to City Regulations and/or laws of this state or as allowed by this Agreement.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and

monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers compensation, automobile insurance an professionals liability for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees. In accordance with city ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Comprehensive General Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate

-or- $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

D. City's Protective Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit “B” and the City shall be listed as an additional insured.

G. Contractor shall not commence work under this Agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

H. If at any time and for any reason contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to contractor, City may, but shall have no obligation to , procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Contractor shall, with ten (10) days following City’s demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

I. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and least fifteen (15) days before this expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

J. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums, payable under each insurance policy required to be obtained, kept , and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept and maintained under this Agreement to be void, voidable, unenforceable, suspended, or impaired in whole or in part of which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstance of which it is aware which, if not disclosed to its insurers or re-insures, is likely to affect adversely the nature

or extend of the coverage to be provided under any insurance policy required hereunder.

SECTION XV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arrases under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute with seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XVI
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including its attorneys' fees, cost, and expenses.

SECTION XVII
INDEMNIFICATON

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against

the City related to this project, including any claims related to design or any other Work provided by Contractor regarding this agreement.

SECTION XVIII
LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Work. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profit, or loss of data, arising in connection with this Agreement, Contractor's performance of Work, or of any other obligations relating to his Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XIX
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this agreement. This agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XX
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, be foe any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threated against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial conditions or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XXI
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

SECTION XXII
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Attorney

(b) Notices to Contractor:

Southern Trenchless Solutions
1200 W Exp 83
La Feria, Texas 78559
(956) 277-0354

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, there (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XXIII
NON-APPROPRIATIONS

A. Notwithstanding anything in the contract documents to the contrary, any and all

payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

SECTION XXIV
SUCCESSORS AND ASSIGNS

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXV
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, other documents composing the Contract Documents, or any current or future Task Orders and /or Change Orders the terms of this Agreement shall be controlling.

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXVI
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instance (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waive, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future excise thereof or insistence thereupon or the exercise of any other right, power, remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Work with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Work or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amount due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be

deemed an accord and satisfaction. City may accept Work or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2024.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY:_____
Josephine Ramirez-Solis

NEWMAN REGENCY GROUP

BY: Edward Keenan
Ed Keenan, President
900 Old Austin Hutto Road #310
Pflugerville, Texas 78660
Phone: (713) 320-8356

Attachments: Exhibit "A" Proposal
Exhibit "B" Certificate of Insurance

EXHIBIT “A” – PROPOSAL QUOTE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND NEWMAN REGENCY GROUP

NEWMAN REGENCY GROUP
WATER/WASTEWATER EQUIPMENT
– A UFT Company –

900 Old Austin Hutto Road, #310, Pflugerville, TX 78660-6005
(713) 320-8356 (mobile)
jlanagan@newmanregency.com

Proposal

To:	City of Edinburg	Date:	11/18/24
Re:	Edinburg WWTP improvements ph 1 240115 23505	Time:	9:30 AM

CHANNEL 1 - MODULES

Freight:	Included
Delivery:	6-7 weeks
Terms:	See attached Taxes not included Pricing valid for 60 days

Make order payable to:
Will Advise

Item	Description	Price
1	One (1) set of "Plug and Play" MODULES for Channel 1. Please refer to attached manufacturer's proposal for listing of included equipment and specific exclusions. Includes 18 month parts and labor warranty. Coverage on ballasts and lamps will be pro-rated against their 12 month lifespan. This option is recommended by the manufacturer and includes modules for 1 channel. All 26 modules from one channel and have them replaced with 26 new Generation 3 Modules. These modules would be installed in a "Plug and Play" fashion as they would be assembled at Trojan's HQ before being delivered to the site. This solution would also include a new HSC. The unit will come with a manufacturer's guarantee.	$424,004
2	PERFORMANCE AND PAYMENT BOND.....	$21,300.20

Contact John Lanagan at (713) 320-8356 (mobile) or jlanagan@newmanregency.com with questions/comments.

NEWMAN REGENCY GROUP
WATER/WASTEWATER EQUIPMENT
TEXAS AND OKLAHOMA
- a UFT Company -

STANDARD TERMS AND CONDITIONS

1

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. DAMAGE CLAIMS: Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required within two (2) days . RETURNED PRODUCTS: In no instance is equipment to be returned without first obtaining SELLERS written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.

b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.

c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS,

STANDARD TERMS AND CONDITIONS

DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnity SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above $1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Authorized Signature/Date	Authorized Signature/Date
Printed Name/Company	Printed Name/Newman Regency Group

TROJAN technologies™

QUOTATION
QO0015035

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Sold to
CITY OF EDINBURG
PO BOX 1079
Edinburg TX 78540-1079
UNITED STATES

Ship to
CITY OF EDINBURG
PO BOX 1079
Edinburg TX 78540-1079
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com
Payment Terms : 0% / 00 / 30 net
Delivery Terms : DELIVERED DUTY PAID
Carrier/LSP :

Internal Sales Rep : Marc O'Connor
Customer No. : 100004077
Reference :
Quote Date : 09-25-2024
Quote Expiry Date : 11-29-2024

Proposal# 2
****Please note that the parts on this quote will come with an 18-month warranty.**
PJ# 511714

Line	Project / Item / Description	Quantity	Price / Discount %	Unit Net Price / Net Amount	Tax Rate / Tax Amount	Amount
10	NON-INVENTORY NON-INVENTORY Complete 3000+ Integra Module Plug & Play w/ Existing System	26.00				
20	015393-S-158NB SENSOR ASSY, UV3+ NIST S-158NB	2.00				
30	907602-3646 PUMP ASSY, 3.0GPM 460-480/3/60	1.00				
40	914343 RECEPTACLE, UV3+ PDC	26.00				
50	914368 RECEPTACLE, UV3+ PDC CAP	26.00				

TROJAN technologies

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

QUOTATION
QO0015035

Line	Project / Item / Description	Quantity	Price / Discount %	Unit Net Price / Net Amount	Tax Rate / Tax Amount	Amount
60	015408 RECEPTACLE, UV3+ SENSOR - PDC	2.00				
70	914368 RECEPTACLE, UV3+ PDC CAP	2.00				
80	NON-INVENTORY NON-INVENTORY Siemens XRS-5 Ultrasonic Transducer	1.00				
90	NON-INVENTORY NON-INVENTORY AUMA SAR 10.1-26A 480V Actuator	1.00				
100	FREIGHT FREIGHT & HANDLING Shipping Charges TBD	1.00				

TROJAN technologies

QUOTATION
QO0015035

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website https: www.trojantechnologies.com/sales-terms-conditions/

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions

EXHIBIT “B” - INSURANCE CERTIFICATE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND NEWMAN REGENCY GROUP

September 11, 2024

City of Edinburg
1201 N. Doolittle
Edinburg, TX 78542

To Whom it May Concern:

RE: Exclusive Supplier of Trojan UV Disinfection Systems

This letter is to confirm that Newman Regency Group with its business address at 1701 N. Collins Blvd., STE 100 in Richardson, TX is the exclusive distributer of UV disinfection equipment manufactured by Trojan Technologies for the state or Texas.

If you have any questions regarding this matter or require any additional information, please do not hesitate to contact me.

Best regards,
TROJAN TECHNOLOGIES



Bill Gordon

For Mike Short
Regional Sales Manager

THE CITY OF Edinburg
PURCHASING DIVISION

SOLE SOURCE AFFIDAVIT

Company: Newman Regency Group, LLC	Date (MM/DD/YYYY): 11/21/2024
Contact Person: Ed Keenan	Phone: (281) 980-7448
Address (address/city/state/zip): 1701 N. Collins Blvd, Ste 100 Richardson, Texas 75080	

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

1. My name is Ed Keenan; I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Newman Regency Group, LLC
3. The above-named company or firm is the sole source of the following items and there are no other items available in the marketplace that have the same fit, form, and function of the items listed below: Complete 3000+ Integra Module Plug & Play w/ Existing System
4. To comply with the State of Texas definition of a sole source provider (Section 252.022, Subchapter A of the Local Governmental Code 7), the vendor must indicate below which of the following requirements they satisfy:

   ☒ An item for which competition is precluded because of the existence of a patent, copyright, secret process, or natural monopolies;

   ○ A film, manuscript, or book;

   ☒ A captive replacement part or component for equipment.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor who markets a product through distributors, or more than one outlet, is not a sole source provider because the products are available from more than one source.**
6. I have carefully reviewed the Texas Local Government Code, Sec. 252.022, and hereby certify that we meet and comply with it.

Signature of Authorized Official — *Title of Authorized Official*: President

Notary

SUBSCRIBED AND SWORN to before me on this 21 day of November, 2024.

LISA RENA SHARPIN
Notary Public, State of Texas
Comm. Expires 04-28-2027
Notary ID 134331105

Notary Public Signature: Lisa Sharpin
Print Name: Lisa Sharpin
My Commission Expires: 04-28-2027

For Purchasing Use Only

☐ The City approves this form effective for one (1) year. Initials
Expires _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
CONSENT AGENDA
Agenda Item No: 12.D.
Street Preservation (HA5) Program

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Construction Agreement Between the City of Edinburg and Andale Construction of Valley Center, Kansas for High Density Mineral Bond Pavement Preservation at a Unit Price of $3.86 Per Square Yard Under the Existing Inter Local Agreement Between the City Edinburg and the City of Hurst, Texas and Execute Any Other Documents Relating Thereto. [Vincent A. Romero, CPM, Public Works Director]

2. **Description:**
On August 16, 2022, the Edinburg City Council approved an interlocal agreement between the City of Edinburg and the City of Hurst, Texas to cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable. Andale Construction of Valley Center, Kansas is the vetted and approved vendor for High Density Mineral Bond Pavement Preservation at a unit price of $3.86 per square yard which includes material and installation.

City staff recommends approving the construction agreement for the material and installation of high-density mineral bond preservation for a proposed project of approximately 39,257 square yards of roadway throughout the City.

The preservation process will help to delay the aging process through the spray application of a High Density Mineral Bond. The purpose of this High Density Mineral Bond is not to fix any distresses already present in the pavement, but rather to treat the pavement prior to distresses forming, in order to delay the aging process and the onset of the distresses. The streets selected to receive treatment under this project are streets in fair condition with no significant areas of pavement distress. The proposed pricing requires approval through a construction agreement.

This agreement shall be for the application of 39,257 square yards of High Density Mineral Bond (HA5).

Funding in the amount of $151,532.02 is budgeted through the 2024-2025 ARPA Fund. There will be no fiscal impact to the city.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Construction Agreement Between the City of Edinburg and Andale Construction of Valley Center, Kansas for High Density Mineral Bond Pavement Preservation at a Unit Price of $3.86 Per Square Yard Under the Existing Inter Local Agreement Between the City Edinburg and the City of Hurst, Texas and Execute Any Other Documents Relating Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager — Final Approval - 11/26/2024

Prepared by:
Vincent Romero, Director of Public Works

Attachments:

A. ANDALE CONSTRUCTION HA5 Agreement 2025
B. Edinburg TX HA5 Proposal 2025
C. Preservation List 2025
D. Interlocal Agreement with City of Hurst, Texas

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC FOR HIGH DENSITY MINERAL BOND PAVEMENT PRESERVATION

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and ANDALE CONSTRUCTION INC., (hereinafter "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain Work in connection therewith; and,

WHEREAS, Contractor represents that is has the knowledge, ability, equipment, and personnel to properly provide Work needed by the City; and

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to provide the following Work as stated in the agreement and Proposal attached as Exhibit "A". Upon receipt of Work to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
WORK OF CONTRACTOR

A. The Contractor agrees to perform the Work, under the terms of this Agreement, and at its own proper cost and expense to furnish all labor, insurance and other accessories and Work necessary to complete the said task in accordance with the conditions and prices stated in the proposal attached as Exhibit "A".

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implications to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITES OF CONTRACTOR

A. Contractor shall perform the Work described in **Exhibits "A".**

B. Contractor shall perform its Work with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Work furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations in performing the Work. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of Work furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Work performed under this Agreement. In connection with the performance of the Work by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Work as City may request.

D. Contractor will develop and maintain a detailed schedule for completion of the Work.

E. Contractor will submit monthly progress data for the reporting period. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City.

G. City's review or approval of reports and other Work furnished hereunder shall not in any way relieved Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Work shall be construed as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement.

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Work furnished under this Agreement.

I. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION IV
PAYMENT AND FEES

City agrees to pay Contractor for Work herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed $**3.86 per SY** for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate Work performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the Work required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and /or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensations required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Work, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Work, including property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, and interference with Work and related work;

c. Contractor has failed to provide and maintain required insurances;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. City has incurred extra charges or cost related to evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Work is defective, requiring correction or replacement;

g. City has been required to correct defective Work or has accepted defective Work;

h. Liens have been filed in connection with the Work; or

i. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction with 30 day of receiving City's written notice.

E. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Contractor following termination or expiration of this Agreement as defined below, the Contractor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION V
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Work to be performed under it, shall commence within ten (10) days after the Notice to Proceed, as set forth in this contract and as specified by the City. Work will continue until the Project is declared complete in a written instrument signed by the City Manager. Work shall be completed in no more than 12 calendar days after the Notice to Proceed. The city shall have the right, in its sole discretion, to extend the term of this Agreement for an additional period of time. If approved by City, City shall provide Contractor with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Work rendered by Contractor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Work performed by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either of both parties hereunder shall so survive the termination, cancellation or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Work hereunder or as such other time as may be requested by City, Contractor shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Contractor or others, in Contractor's possession and related to the Work.

E. The City reserves the right to suspend work on the Work, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Work so suspended when directed to so by the City. The City shall have no lability to Contractor except for charges for work performed by Contractor and accepted by the City prior to receipt of notice of suspension of Work. If only a portion of the Work are suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Work under this Section, the City may take over the work and may obtain the Work of another entity to complete the work under this Agreement.

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the City may suffer financial loss if the Work is not completed within the time **specified in Section V herein, plus any extensions thereof as allowed under this Agreement. Accordingly,**

instead of requiring any such proof of financial loss, the City and the Contractor agree that, not as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the City for each calendar day after the time to complete the Work specified in Section V, plus any extensions thereof as allowed under this Agreement, the amount corresponding below:

FOR AMOUNT OF CONTRACT	COST PER CALENDAR DAY
$ 5,000.00 to $ 25,000.00	$100.00
$ 25,001.00 to $ 100,000.00	$200.00
$ 100,001.00 to $ 500,000.00	$250.00
$ 500,001.00 to $1,000,000.00	$300.00
$1,000,001.00 to $2,000,000.00	$400.00
$2,000,001.00 to $3,000,000.00	$500.00
$3,000,001.00 to $4,000,000.00	$600.00
$4,000,001.00 to $5,000,000.00	$700.00
$5,000,001.00 and over	$800.00

SECTION VII
SCHEDULE REQUIREMENTS

Whenever, in the sole discretion of the City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Proposal including the Quote, Information Required of Bidder and all required certificates and affidavits

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended by Change Order pursuant to City Regulations and/or laws of this state or as allowed by this Agreement.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers compensation, automobile insurance an professionals liability for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees. In accordance with city ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Comprehensive General Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate

-or- $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

D. City's Protective Liability
1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

-or- $500,000 combined single limits

E. Professional Liability
1. Professional
$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City shall be listed as an additional insured.

G. Contractor shall not commence work under this Agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

H. If at any time and for any reason contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to contractor, City may, but shall have no obligation to , procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Contractor shall, with ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

I. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and least fifteen (15) days before this expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

J. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums, payable under each insurance policy required to be obtained, kept , and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept and maintained under this Agreement to be void, voidable, unenforceable, suspended, or impaired in whole or in part of which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstance of which it is aware which, if not disclosed to its insurers or re-insures, is likely to affect adversely the nature or extend of the coverage to be provided under any insurance policy required hereunder.

SECTION XV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arrases under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute with seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XVI
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including its attorneys' fees, cost, and expenses.

SECTION XVII
INDEMNIFICATON

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other Work provided by Contractor regarding this agreement.

SECTION XVIII
LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Work. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profit, or loss of data, arising in connection with this Agreement, Contractor's performance of Work, or of any other obligations relating to his Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XIX
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this agreement. This agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XX
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, be foe any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threated against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial conditions or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XXI
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this

Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated

SECTION XXII
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn: City Attorney

(b) Notices to Contractor:
Andale Construction Inc.
7700 N. Haven Dr.
Valley Center, KS 67147
Attn. Jackie Bearden

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, there (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XXIII
NON-APPROPRIATIONS

A. Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days written notice to the other party.

SECTION XXIV
SUCCESSORS AND ASSIGNS

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXV
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, other documents composing the Contract Documents, or any current or future Task Orders and /or Change Orders the terms of this Agreement shall be controlling.

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXVI
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instance (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waive, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future excise thereof or insistence thereupon or the exercise of any other right, power, remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Work with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Work or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amount due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Work or make payment without prejudice

to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XXVII
NOTICE OF GOVERNING LAW

A. The Contractor agrees to abide by the applicable laws and regulation found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits D & E,

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2024.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Josephine Ramirez-Solis City Attorney

ANDALE CONSTRUCTION INC.

BY:_____
Jackie Bearden, Project Account Manager
7700 N. Haven Dr.
Valley Center, KS 67147
jackie@andaleconstruction.com
Phone: (316) 644-2807

Attachments: **Exhibit "A" Proposal**
Exhibit "B" Certificate of Insurance
Exhibit "C" Bid Forms
Exhibit "D" Assurance of Compliance with Civil Rights Requirement
Exhibit "E" Federally Mandated Contract Provisions Appendix 112 cer 200

EXHIBIT "A" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC.

ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdanton, TX 78026
Phone (505) 716-6851

PROPOSAL	Date:	11/15/2024	Estimate:	1

Partner in Pavement Preservation	Project Description	Project Location
	High Density Mineral Bond - HA5 Installation	Edinburg, TX

P.O. Number	Terms	Advisor	Region	State License #
	Due upon completion	Anthony Capul	Texas	

Description	Quantity	U/M	Rate	Total
HA5 HIGH DENSITY MINERAL BOND: -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).	39,257	SY	$ 3.86	$151,532.02
Traffic Control		LS		
Mobilization	1	LS		
Citizen Notification		LS		
PPE & Safety Equipment	1	LS		
*Actual SY applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid. *Pricing is based upon one mobilization for the project. *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square yardage for each scheduled project. *Excessively dirty roads will require separate cleaning fees. *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project. *Tax will be charged unless Exemption Certificate is provided.				
TAX				
			Total:	$151,532.02

EXHIBIT "A" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC. cont.

STREET IMPROVEMENT PROGRAM						
PRESERVATION PROGRAM						
MAP	LOCATION	STREET NAME	START	FINISH	SQ YD	COST
1	OLIVIA ESTATES SUBDIVISION	Ida St.	Ima St.	CuldeSac	7,972	$ 30,771.92
		Inez St.	Ima St,	MonMack		
		Straw St.	Ida St.	Freddy Gonzalez		
2	LAKE JAMES	Marc Ave	Lake Shore Dr.	James Ave	19,025	$ 73,436.50
		James Ave	Micheal Blvd	Hobbs Dr.		
		Lebanon Lane	James Ave	Lake Shore Dr.		
		Laurie Lane	Karen Lane	CuldeSac		
		Melinda Dr.	Karen Lane	CuldeSac		
		Karen Lane	Lake Shore Dr.	CuldeSac		
3	FAIRHAVEN VILLAGE	Gregg Dr.	Canton Rd.	Private end	10,122	$ 39,070.92
		Baylor Ave.	CuldeSac	Private end		
		Webster Dr.	Baylor Ave	Gregg Dr.		
		Hannah Dr.	Baylor Ave	Gregg Dr.		
		Payton Dr.	Webster Dr.	CuldeSac		
		McCormack Dr.	Webster Dr.	CuldeSac		
4	PIN OAK	Pin Oak Dr.	Live Oak Rd.	Sprague Rd.	2,138	$ 8,252.68
						$ 151,532.02

EXHIBIT "B" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CO NSTRUCTION INC.

COI

CERTIFICATE OF LIABILITY INSURANCE

10/1/2025 | DATE (MM/DD/YYYY) 9/19/2024

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

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

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1401588 ANDALE READY MIX CENTRAL, INC. ANDALE CONSTRUCTION, INC. 3170 N. OHIO WICHITA KS 67219	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : The Cincinnati Insurance Company — 10677 INSURER C : RSUI Indemnity Company — 22314 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 18882040 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:	N	N	GLO0183143-08	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	BAP0183144-08	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	EXS0665313	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE PROD/COMP OPS	$ 3,000,000 $ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC0183142-08	10/1/2024	10/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	EXCESS LIABILITY	N	N	NHA602675	10/1/2024	10/1/2025	$2,000,000 EACH OCCUR. / $2,000,000 AGG.	

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

FOR CANCELLATION FOR ANY REASON OTHER THAN NON PAYMENT OF PREMIUM, THE INSURERES WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER. FOR NON PAYMENT OF PREMIUM, THE INSURED WILL SEND 10 DAYS NOTICE OF CANCELLATION.

CERTIFICATE HOLDER

18882040
CITY OF EDINBURG
415 W. UNIVERSITY DR.
P.O. BOX 1079
EDINBURG TX 78540

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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EXHIBIT "C" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC.

Bid Forms

Velma

THE CITY OF Edinburg

CONTRACT NO.

C-457(a)-22

City Council Approved:

August 16, 2022

To:

Myra L. Ayala, City Manager/Marissa
Vincent Romero, Public Works Director/Velma
Criselda Lozano, Purchasing Manager
Rick Rodriguez, Central Files

EDINBURG All-America City 1993 2009 1997

From: Martha Tidwell

Martha Tidwell Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8923
Fax: (956) 292-2113
Email: mjenkins@cityofedinburg.com

INTERLOCAL AGREEMENT WITH THE CITY OF HURST, TEXAS TO AWARD ANDALE CONSTRUCTION OF VALLEY CENTER, KANSAS FOR HIGH DENSITY MINERAL BOND PAVEMENT PRESERVATION AT A UNIT PRICE OF $3.86 PER SQUARE YARD.

COMMENTS:
09-02-22 Omar, please approve. _____
09-02-22 Marissa, please have City Manager sign and return originals to me for further processing.
09-19-22 Velma, an original for your files and one for the City of Hurst.
09-19-22 Criselda, for your files. VIA EMAIL ONLY.
09-19-22 Rick, an original/counterpart for Central Files.

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into, by and between the CITY OF HURST, Texas (hereinafter called "CITY OF HURST"), and the CITY OF EDINBURG, Texas (hereinafter called "CITY OF EDINBURG"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF HURST and CITY OF EDINBURG are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF HURST and CITY OF EDINBURG wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF HURST and CITY OF EDINBURG may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF HURST and CITY OF EDINBURG through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF HURST and CITY OF EDINBURG have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF HURST and CITY OF EDINBURG agree as follows:

1. The purpose of this Agreement is to provide CITY OF HURST and CITY OF EDINBURG with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code. CITY OF HURST and CITY OF EDINBURG may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

CITY OF HURST and CITY OF EDINBURG agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative"). At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

2. CITY OF HURST and CITY OF EDINBURG shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF HURST and CITY OF EDINBURG shall each make their respective payments from current revenues available to the paying party.

3. Not withstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF HURST

By: Clay Caruthers,
City Manager

CITY OF EDINBURG

By: Myra L. Ayala,
City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 16th day of September, 2022, by Clay Caruthers, City Manager of the **CITY OF HURST, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

CHERYL R. BELLOMY
NOTARY PUBLIC STATE OF TEXAS
COMM. EXPIRES 06/13/2025
NOTARY ID 12533051-4

Cheryl R. Bellomy
Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 2nd day of September, 2022, by Myra L. Ayala, City Manager of the **CITY OF EDINBURG, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

MARTHA TIDWELL
Notary ID #1923137
My Commission Expires
July 15, 2026

Notary Public in and for the
State of Texas

EXECUTED hereto on the day and year first above written.

CITY OF HURST

By: Clay Caruthers,
City Manager

CITY OF EDINBURG

By: Myra L. Ayala,
City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ___ day of _____, 2022, by Clay Caruthers, City Manager of the **CITY OF HURST, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 2nd day of September, 2022, by Myra L. Ayala, City Manager of the **CITY OF EDINBURG, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

MARTHA TIDWELL
Notary ID #1923137
My Commission Expires
July 15, 2026

EXHIBIT "D" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC.

Assurance of Compliance with Civil Rights Requirement

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as "the Recipient") must ensure that any contract or sub-award (hereinafter referred to as "the contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. The Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.

3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities.

   As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.

6. The Contractor and Contractor's successors, transferees and assignees for the period in

which such assistance is provided. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

EXHIBIT "E" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND ANDALE CONSTRUCTION INC.

Federally Mandated Contract Provisions Appendix 112 cer 200

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

SAM.GOV®

ANDALE CONSTRUCTION INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
EM14Q9KFJVK7	**8GPQ1**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Feb 14, 2025**	
Physical Address	Mailing Address	
3170 N Ohio ST **Wichita, Kansas 67219-4134** **United States**	**3170 N Ohio ST** **Wichita, Kansas 67219-4134** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Andale Construction, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Kansas 04	**Kansas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 19, 2024	**Feb 15, 2024**	**Jan 21, 2020**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 30, 2011	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**8GPQ1**

Points of Contact

Electronic Business

Connie M Bahl, PM Admin

3170 N Ohio ST
Wichita, Kansas 67219
United States

Government Business

Connie M Bahl, PM Admin

3170 N. Ohio ST
Wichita, Kansas 67219
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**561790**	**Other Services To Buildings And Dwellings**

Disaster Response

This entity does not appear in the disaster response registry.

System for Award Management Instructions (SAM)

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time of bid opening. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_ Yes ____ No
2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: EM14Q9KFJVK7

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

Certification Regarding Clean Air and Water

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: _____

Name of Contractor's Authorized Official: Mike Shook

Title of Contractor's Authorized Official: CFO

Date: 11/15/2024

Certification Regarding Non-Lobbying Activities

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Mike Shook
NAME

CFO
TITLE

SIGNATURE

11/15/2024
DATE

Non-Collusion Affidavit for Prime Bidder/Subcontractor

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of Hidalgo)
City of Edinburg)

Mike Shook, being the first duly sworn, deposes and says that:

1. He/she is CFO (Owner, partner, etc.) of Andale Construction, Inc. (Company) the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: _____ Date: 11/15/2024
Mike Shook

Title: CFO

Notary: _____
Jackie Bearden

(Apply Notary Seal)

JACKIE BEARDEN
Notary Public - State of Kansas
My Appt. Expires 3-28-25

(Print or type names under all signatures)

HA5™ HIGH DENSITY MINERAL BOND



Edinburg, TX
Partner in Pavement Preservation
Total Project size: 39,257sy
Proposal for HDMB Project

Summary:

The highest return on investment (ROI) is achieved by installing HA5 - High Density Mineral Bond. Performance is calculated to be two to three times longer compared to using seal coats and premium seal coats.
Beyond the preservation benefits that HA5 provides, residents experience less community intrusion as road closures are needed much less frequently.

Performance History of Surface Treatments:

The biggest items to focus on for preservation treatment are:

- What will provide the maximum extension of pavement life per every dollar spent?
- Validating a product's performance goes beyond pictures of black roads. Initially, all tools for pavement preservation turn a road black, but HA5 has proven to stop the infiltration of water and slowed down the overall oxidation process compared to other premium seal coats.

ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdanton, TX
Phone: (505) 716-6851

HA5™ HIGH DENSITY MINERAL BOND

INTRODUCTION

We pride ourselves on delivering products of paramount quality. We set ourselves apart by continuing to use advanced construction methods which reduces the cost to the customer and increased durability. We stand behind our final product and offer warranties unmatched in our industry! We have a well-rounded team that understands construction and how everyone on the job must work together as one to perform at a high level

ANDALE CONSTRUCTION

Founded in 1972

IS Networld™ contractor

Six-time Golden National Award Winner

Over 1500 Successful projects completed

Phone: (505) 716-6851
Website: andaleconstruction.com

INTRODUCTION

Integrated Pavement Solutions (IPS) produces HA5, one of the leading pavement preservation treatments for residential roadways. HA5 meets the rigid demands for High Density Mineral Bond installations for extending pavement life. This category in pavement management was established by agency engineers after evaluating the performance of installations over a 10 year period. Today HA5 has a track record of performance spanning 18 years.

IPS™

Creator of HA5 High Density Mineral Bond

HA5 is now protecting over

600 million square feet of

roadways across **25 states**

The choice of over **200** public agencies and hundreds of private communities

For more information visit:
www.HA5info.com/blog

Treatment Report HA5

Below are core samples taken from roadways comparing municipality specified, time-tested pavement preservation treatments. Look closely at each core. The HA5 core aesthetically looks to be the most desirable with the darkest surface. However, what the engineering community has identified is the darker color beneath the surface. This uncovers HA5's ability to retain the critical oils and resins that keep asphalt pavements flexible. **More flexibility results in pavements lasting longer with less cracking and other manifestations of deterioration.**

A report from the engineering firm Rosenberg & Associates, assessing a side by side of HA5 to a premium seal coat installation, found **9x less cracking** in the HA5 treated section compared to the premium seal coat treated section after a **4 year period**.

Core Sample Comparison (Cores taken from Mohave Desert region)







Slurry	Chip Seal	HA5
Date Pavement Installed: **1999**	Date Pavement Installed: **1999**	Date Pavement Installed: **1995**
Preservation: **Type II Slurry Installed in 2007**	Preservation: **Chip Seal Installed in 2008**	Preservation: **HA5 (High Density Mineral Bond) Installed twice beginning in 2002**
(Cobblestone Drive)	(Boulder Springs Drive)	(West Springs Drive)

KEYS TO PAVEMENT PRESERVATION:
The Right Treatment, on the Right Road, at the Right Time.

ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdanton, TX 78026
Phone (505) 716-6851

PROPOSAL	Date:	11/15/2024	Estimate:	1

Partner in Pavement Preservation	Project Description	Project Location
	High Density Mineral Bond - HA5 Installation	Edinburg, TX

P.O. Number	Terms	Advisor	Region	State License #
	Due upon completion	Anthony Capul	Texas	

Description	Quantity	U/M	Rate	Total
HA5 HIGH DENSITY MINERAL BOND: -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. -- No guarantee surface treatments will adhere to areas saturated with motor oil. -- HA5 meets demands of APWA (American Public Works Association) specification (Section 32 01 13.68 High Density Mineral Bond).	39,257	SY	$ 3.86	$151,532.02
Traffic Control		LS		
Mobilization	1	LS		
Citizen Notification		LS		
PPE & Safety Equipment	1	LS		
*Actual SY applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid. *Pricing is based upon one mobilization for the project. *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square yardage for each scheduled project. *Excessively dirty roads will require separate cleaning fees. *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project. *Tax will be charged unless Exemption Certificate is provided.				
TAX				
			Total:	$151,532.02

PROPOSAL: Void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.
PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progess Billing' and/or completion of project core) There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.
CLIENT: As the Client I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to $750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee's of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to $3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.
INSURANCE: These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Andale Construction agrees to differing limits.
Certificates available upon request.
GENERAL LIABILITY: $1m (inc.), $2m (agg.) AUTO: $1m UMBRELLA: $2m (inc.), $2m (agg.) PERSONAL INJ: $1m WORKERS COMP: $1m **GUARANTEE:** Five year guarantee on workmanship and product liability.

Signature: _____ **Print:** _____ **Date:** _____ **Andale Construction Inc.**

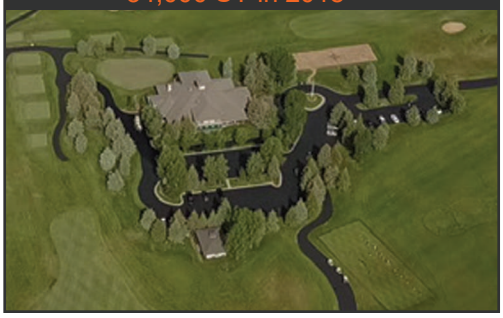
HA5™ HIGH DENSITY MINERAL BOND

Proactive HOAs by the thousands have uncovered a strategy that saves them money while effectively preserving their pavement assets using HA5 High Density Mineral Bond.

» *Smooth, Impermeable Surface* » *High Home Owner Acceptance* » *Unmatched Durability*

Prominent communities across the country who have transitioned to a longer lasting and more cost effective high density mineral bond installation include:

Eagle Springs Golf Club, CO
34,000 SY in 2018



Amarillo, TX
260,044 SY in 2019



Farmington, NM
152,711 SY in 2016



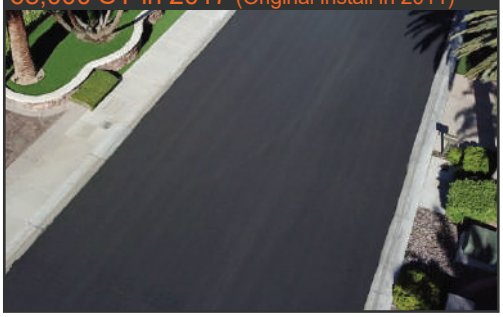
Georgetown, TX
79,029 SY in 2019



Ashton Park, TN
52,000 SY in 2017



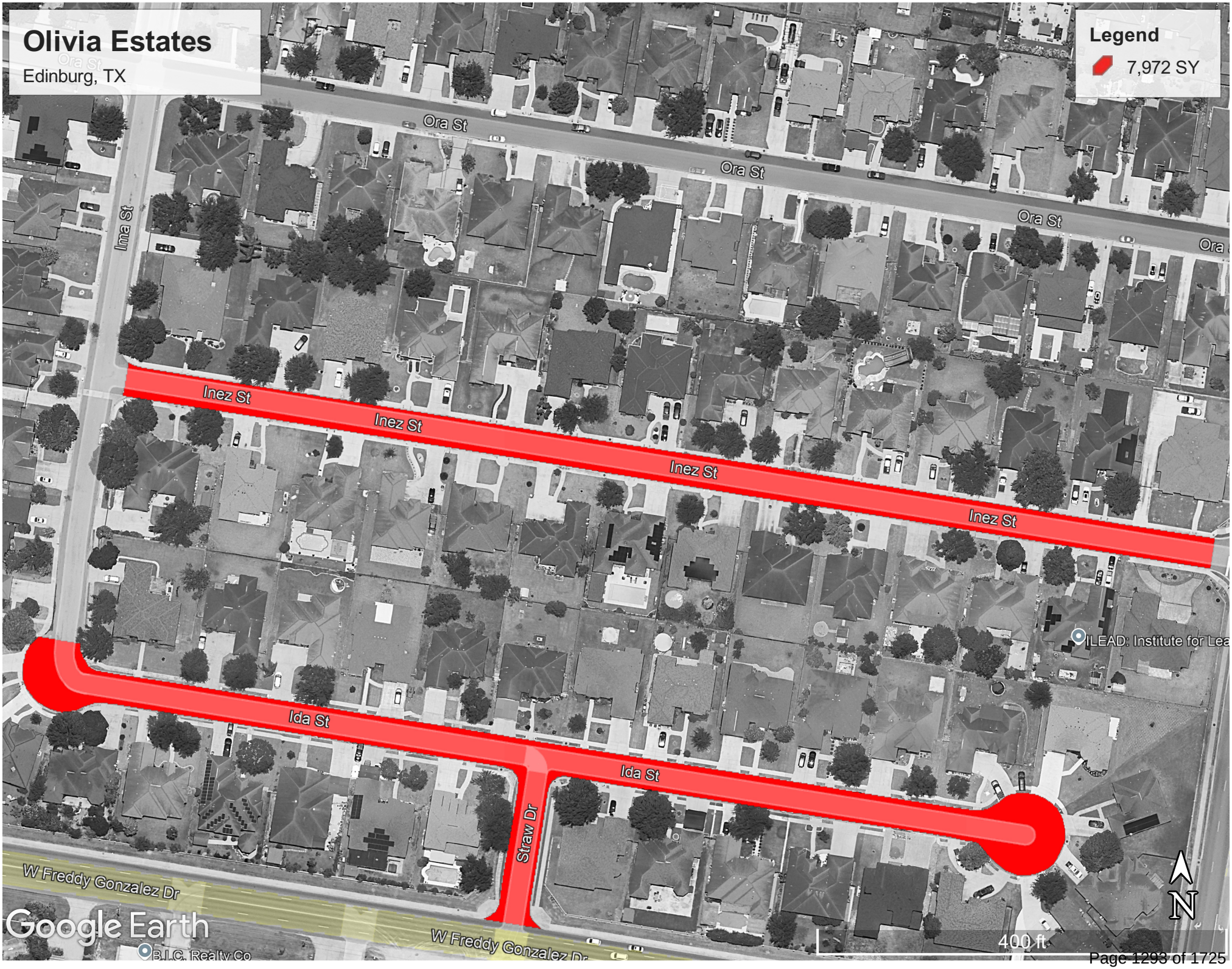
Red Rock Country Club,NC
68,000 SY in 2017 (Original install in 2011)



HOAs in particular are trending away from the use of slurry and seal coats due to the much higher return on investment and longer lasting performance of HA5 (categorized as High Density Mineral Bond). HA5 enables communities to lower the life-cycle costs of pavement assets and reduce the amount of road closures.

» *Lower & more predictable costs*
» *Extends pavement life*
» *Improved aesthetics and property values*
» *No loose or grainy residue*
» *Fewer premature failures*

For more information visit:
www.HA5info.com/blog


Olivia Estates
Edinburg, TX
Legend
7,972 SY
Ora St
Ora St
Ora St
Ora St
Ima St
Inez St
Inez St
Inez St
Inez St
ILEAD: Institute for Lea
Ida St
Ida St
Straw Dr
W Freddy Gonzalez Dr
W Freddy Gonzalez Dr
B.I.C. Realty Co
Google Earth
N
400 ft


Lake James
Edinburg, TX
Legend
19,025 SY
Plazas Del Lago Dr
Hobbs Dr
Marc Ave
James Ave
N Col Rowe Blvd
Lake Shore Dr
Michael Blvd
The Gardens at Lake James
S McColl Rd
Karen Ln
Google Earth
1000 ft
N


Fairhaven Village
Edinburg,TX
Legend
10,122 SY
Hannah Dr
Gregg Dr
Baylor Ave
Webster Dr
Gregg Dr
E Canton Rd
E Canton Rd
Google Earth
400 ft
N


Edinburg, TX
Legend
2,138 SY
W Sprague St
W Sprague St
W Sprague St
Jason Ave
S Pin Oak Ave
Hill Country Dr
Live Oak Rd
S Pin Oak Ave
Laurel Oak Way
Hill Country Dr
S Lexington Cir
N
500 ft
Google Earth

STREET IMPROVEMENT PROGRAM						
PRESERVATION PROGRAM						
MAP	LOCATION	STREET NAME	START	FINISH	SQ YD	COST
1	OLIVIA ESTATES SUBDIVISION	Ida St.	Ima St.	CuldeSac	7,972	$ 30,771.92
		Inez St.	Ima St,	MonMack		
		Straw St.	Ida St.	Freddy Gonzalez		
2	LAKE JAMES	Marc Ave	Lake Shore Dr.	James Ave	19,025	$ 73,436.50
		James Ave	Micheal Blvd	Hobbs Dr.		
		Lebanon Lane	James Ave	Lake Shore Dr.		
		Laurie Lane	Karen Lane	CuldeSac		
		Melinda Dr.	Karen Lane	CuldeSac		
		Karen Lane	Lake Shore Dr.	CuldeSac		
3	FAIRHAVEN VILLAGE	Gregg Dr.	Canton Rd.	Private end	10,122	$ 39,070.92
		Baylor Ave.	CuldeSac	Private end		
		Webster Dr.	Baylor Ave	Gregg Dr.		
		Hannah Dr.	Baylor Ave	Gregg Dr.		
		Payton Dr.	Webster Dr.	CuldeSac		
		McCormack Dr.	Webster Dr.	CuldeSac		
4	PIN OAK	Pin Oak Dr.	Live Oak Rd.	Sprague Rd.	2,138	$ 8,252.68
						$ 151,532.02

Velma

THE CITY OF Edinburg

CONTRACT NO.

C-457(a)-22

City Council Approved:

August 16, 2022

To:

Myra L. Ayala, City Manager/Marissa
Vincent Romero, Public Works Director/Velma
Criselda Lozano, Purchasing Manager
Rick Rodriguez, Central Files

EDINBURG All-America City 1985 2000 1995

From: Martha Tidwell Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8923
Fax: (956) 292-2113
Email: mjenkins@cityofedinburg.com

INTERLOCAL AGREEMENT WITH THE CITY OF HURST, TEXAS TO AWARD ANDALE CONSTRUCTION OF VALLEY CENTER, KANSAS FOR HIGH DENSITY MINERAL BOND PAVEMENT PRESERVATION AT A UNIT PRICE OF $3.86 PER SQUARE YARD.

COMMENTS:
09-02-22 Omar, please approve. _____
09-02-22 Marissa, please have City Manager sign and return originals to me for further processing.
09-19-22 Velma, an original for your files and one for the City of Hurst.
09-19-22 Criselda, for your files. VIA EMAIL ONLY.
09-19-22 Rick, an original/counterpart for Central Files.

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into, by and between the CITY OF HURST, Texas (hereinafter called "CITY OF HURST"), and the CITY OF EDINBURG, Texas (hereinafter called "CITY OF EDINBURG"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF HURST and CITY OF EDINBURG are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF HURST and CITY OF EDINBURG wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF HURST and CITY OF EDINBURG may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF HURST and CITY OF EDINBURG through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF HURST and CITY OF EDINBURG have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF HURST and CITY OF EDINBURG agree as follows:

1. The purpose of this Agreement is to provide CITY OF HURST and CITY OF EDINBURG with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code. CITY OF HURST and CITY OF EDINBURG may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

CITY OF HURST and CITY OF EDINBURG agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative"). At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

2. CITY OF HURST and CITY OF EDINBURG shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF HURST and CITY OF EDINBURG shall each make their respective payments from current revenues available to the paying party.

3. Not withstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other that those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF HURST

By: Clay Caruthers,
City Manager

CITY OF EDINBURG

By: Myra L. Ayala,
City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 16th day of September, 2022, by Clay Caruthers, City Manager of the **CITY OF HURST, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

CHERYL R. BELLOMY
NOTARY PUBLIC STATE OF TEXAS
COMM. EXPIRES 06/13/2025
NOTARY ID 12533051-4

Cheryl R. Bellomy
Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 2nd day of September, 2022, by Myra L. Ayala, City Manager of the **CITY OF EDINBURG, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

MARTHA TIDWELL
Notary ID #1923137
My Commission Expires
July 15, 2026

M Tidwell
Notary Public in and for the
State of Texas

EXECUTED hereto on the day and year first above written.

CITY OF HURST

By: Clay Caruthers,
City Manager

CITY OF EDINBURG

By: Myra L. Ayala,
City Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the ___ day of _____, 2022, by Clay Caruthers, City Manager of the **CITY OF HURST, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 2nd day of September, 2022, by Myra L. Ayala, City Manager of the **CITY OF EDINBURG, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

MARTHA TIDWELL
Notary ID #1923137
My Commission Expires
July 15, 2026

Notary Public in and for the
State of Texas

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
CONSENT AGENDA
Agenda Item No: 12.E.
Amendment No. 1 for Uniform and Laundering Agreement

1. **Agenda Item:**
Consider Authorizing the City Manager to Amend an Agreement Between the City of Edinburg and Cintas Corporation for Uniform Rentals and Laundering Services to Include One (1) Additional Item, a High Visibility Tee Shirt at the Unit Cost of $.49 Per Week and Execute All Documents Related Thereto. [Vince Romero, Director of Public Works]

2. **Description:**
On September 5, 2023, the City of Edinburg entered into an agreement with the Contractor to provide Uniforms Rentals and Laundering Services for Uniform Rental for the City of Edinburg Departments

The scope of services in the rental and laundering agreement is being amended to include: a High Visibility T-shirt

Funding is available in the FY 2024-2025 General Fund Operating Budget – Wearing Apparel – Various Departments.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Amend an Agreement Between the City of Edinburg and Cintas Corporation for Uniform Rentals and Laundering Services to Include One (1) Additional Item, a High Visibility Tee Shirt at the Unit Cost of $.49 Per Week and Execute All Documents Related Thereto.

Reviewed by:
Tomas Reyna, Assistant City Manager Final Approval - 11/26/2024

Prepared by:
Vincent Romero, Director of Public Works

Attachments:
A. C-487-23 Cintas Corporation (2) (1)
B. AMENDMENT NO. 1 to CINTAS CORPORATION (1)
C. CINTAS Proposal for High Visibility Tee Shirt

THE CITY OF Edinburg

CONTRACT NO.

C-487-23

City Council Approved:

September 5, 2023

To:

Myra L. Ayala, City Manager/Marissa
Vincent Romero, Public Works Director/
Velma
Criselda Lozano, Purchasing Manager
Clarice Balderas, City Secretary
Joe Rios, Central Files

EDINBURG All-America City 1960 2000 1995

From:
Martha Tidwell Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8923
Fax: (956) 292-2113
Email: mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and Cintas Corporation for Uniform Rental & Laundering Services.

COMMENTS:
09-26-23 Omar, please approve.
09-26-23 Marissa, please have City Manager sign and return originals to me.
10-02-23 Clare, please attest and return originals to me for further processing.
10-03-23 Cris, attached is the Form 1295 for processing.
10-03-23 Velma, an original for your files and one for Cintas Corp.
10-03-23 Joe, an original for Central Files.

C-487-23

THE CITY OF Edinburg

CITY OF EDINBURG RECEIVED SEP 26 2023 CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: September 26, 2023

TO: Myra L. Ayala, City Manager

FROM: Vincent A. Romero, CPM, Director of Public Works

SUBJECT: **Transmittal Page for Uniform Rentals and Laundering Services Bid No.2023-025**

Attached you will find the Agreement between the CITY OF EDINBURG AND CINTAS CORPORATION for review and approval. This is a one (1) year Contract with the right to extend Two (2) additional years in One (1) year increments.

Attachments requiring signatures:

CITY OF EDINBURG AND CINTAS CORPORATION, FOR UNIFORM RENTAL & LAUNDERING SERVICE AGREEMENT

_X Approved by City Council on September 5, 2023

_X City Council approved final form of the agreement on September 5, 2023

__ Approval by City Council not required

_X Meets purchasing requirements

_X This item is Budgeted

_X Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____ Omar Ochoa City Attorney

Approved by: _____ Myra Ayala, City Manager

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND CINTAS CORPORATION FOR UNIFORM RENTALS AND LAUNDERING SERVICES

Contract between the **City of Edinburg** (hereinafter called "City"), and **Cintas Corporation** (herein called "Contractor"), entered into an agreement for uniforms rentals and laundering services for uniform rentals for the City of Edinburg's Departments.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain services in connection therewith; and,

WHEREAS, Contractor represents that it has the knowledge, ability, and personnel to properly provide uniform rental & laundering services needed by the City;

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to provide the following basic services as stated in the following sections and upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

SECTION II
BASIC SERVICES OF CONTRACTOR

The Contractor agrees to perform the work in connection therewith, under the terms of this Agreement and the **Bid 2023-025** Uniform Rental and Laundering Services, and bid forms relating thereto and submitted by contractor all which are and attached as Exhibit "A". This includes uniform rentals and laundering services, at contractor's own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated as in Exhibit "A" Scope of Work.

SECTION III
TIME OF PERFORMANCE

The Contractor shall perform services and provide materials as identified in scope of work in **Bid 2023-025** Uniform Rental and Laundering Services, and bid form relating thereto and submitted by contractor all which are and attached as **Exhibit "A"**. The work shall be completed upon request of the City and during the course of the City's fiscal year 2023-2024, with the City reserving the unilateral right to extend through the City's Fiscal Year 2024-2025, and 2025-2026, with the contract terminating on September 30, 2026. Contractor and City shall not be liable for any delay due to circumstance beyond its control.

SECTION IV
STANDARD OF PERFORMANCE

Contractor warrants to City that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and /or equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not strictly conforming to these requirements may be considered defective.

SECTION V
TERMS OF PAYMENT

City agrees to pay Contractor for services herein contracted for as follows:

A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents and Bid Proposal Form for Bid **2023-025** stated in Exhibit "A" based on **UNIT PRICES.**

B. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in in the form as required by the City. Application for Payment will be processed by each City Department.

C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.

D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes in accordance with City Code of Ordinance and applicable section of the Texas Local Government Code and Texas Government Code.

E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the City may suffer financial loss if the WORK is not completed within the time specified in Section III herein, plus any extensions thereof allowed in accordance with **Bid 2023-025** Uniform Rental and Laundering Services. Accordingly, instead of

requiring any such proof, the City and the Contractor agree that not as a penalty, but as added expense for Engineering/Architectural supervision the Contractor shall pay the City for each day that expires after the time specified in Section III herein the amount corresponding below:

FOR AMOUNT OF CONTRACT	COST PER DAY
$ 5,000.00 to $ 25,000.00	$100.00
$ 25,001.00 to $ 100,000.00	$200.00
$ 100,001.00 to $ 500,000.00	**$250.00**
$ 500,001.00 to $1,000,000.00	$300.00
$1,000,001.00 to $2,000,000.00	$400.00
$2,000,001.00 to $3,000,000.00	$500.00
$3,000,001.00 to $4,000,000.00	$600.00
$4,000,001.00 to $5,000,000.00	$700.00
$5,000,001.00 and over	$800.00

SECTION VII
SCHEDULE REQUIREMENTS

Whenever, in the opinion of City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that

this provision shall not preclude recovery by the Contractor of damages for hindrances or delays due solely to fraud or bad faith on part of the City or his agents.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract. The Contractor has the right to make any additional tests necessary to assure itself that the site conditions are satisfactory for the work contemplated.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the WORK consist of this Agreement and the following attachments to this Agreement:

- Notice to Bidders
- Addenda
- Instructions to Bidders
- Bid Proposal Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits

There are no Contract Documents other than those listed in this Section XII. The Contract Documents may only be amended by written approved Change Order in accordance with the City's regulations and applicable section of the Texas Local Government Code and Texas Government Code.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days' written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XV
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Employer's Liability

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$100,000 each employee
	$500,000 policy limits

C. Comprehensive General Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 aggregate
-or-	$500,000 combined single limits

D. Comprehensive Auto Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence

Property Damage	$100,000 each occurrence
	$100,000 each aggregate
-or-	$500,000 combined single limits

E. City's Protective Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 each aggregate
-or-	$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The City shall be listed as an additional insured.

Contractor warrants that it is adequately insured and carries liability, workers compensation, and automobile insurance for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

Contractor shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

SECTION XVI
TERMINATION OF CONTRACT

In addition to any other terminate clause in this agreement, either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days' written notice and any payment requested shall be made on work completed and/or goods delivered and as provided for in the contract.

SECTION XVII
SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XVIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION IXX
NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XX
IDEMNIFICATION

A. Contractor agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent operation of the Contractor, its agents, officers and employees, carried out in furtherance of this agreement.

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this agreement, including any claims related to services.

SECTION XXI
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this 5th day of September, 2023.

CITY OF EDINBURG:

BY:.....

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78540
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY:.....

Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:.....

Omar Ochoa, City Attorney

CITY OF EDINBURG, TEXAS

CINTAS CORPORATION

BY:.....

Virginia Schabbing
700 Dawson Rd.
Mercedes, TX 78570
Phone: 707-217-3025
Email: schabbingv@cintas.com

ATTACHMENTS: Exhibit A: Scope of Work
Exhibit B: Certificates of Insurance
Exhibit C: Bid Packet #2023-025 & Bid Proposal

EXHIBIT "A"FOR AGREEMENT BETWEEN CITY OF EDINBURG AND CINTAS CORPORATION NO 2 FOR UNIFORM RENTAL AND LAUNDERING SERVICE

Rental, laundering and upkeep of work uniforms consisting of shirts and pants for the City of Edinburg, hereinafter referred to as the "City" from qualified service providers, hereinafter referred to as the "Contractor." Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed cost for all itemized services deliverables under the terms of this solicitation. The Contractor shall provide new/unused industrial style and professional style uniforms on a rental basis to the various City Departments, and perform laundering, repairs or replacements on an as-needed basis for an estimated 368 employees. The term of this agreement will be for a three (3) year period at firm unit prices, , with the initial contract period commencing from the date of award, with the City reserving the unilateral right to extend the contract for an additional Two (2) years in One (1) year increments, if the performance is satisfactory. The quoted price will remain firm for the contract period. No additional charges will apply for installation of new employees, deliveries, patches, upsizes and alterations.

Uniform Rental and Laundering Cost

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Executive Work Shirt (Long Sleeve)	52	Weekly	$.17	$8.84	
2.)	Executive Work Shirt (Short Sleeve)	52	Weekly	$.17	$8.84	
3.)	Executive Work Pants	52	Weekly	$.17	$8.84	
4.)	Industrial (Mechanics) Work Shirt (Long Sleeve)	52	Weekly	$.15	$7.80	
5.)	Industrial (Mechanics) Work Shirt (Short Sleeve)	52	Weekly	$.15	$7.80	
6.)	Industrial (Mechanics) Work Pants	52	Weekly	$.17	$8.84	
7.)	Industrial (Welders) Work Shirt (Long Sleeve)	52	Weekly	$.52	$27.04	
8.)	Industrial (Welders) Work Pants	52	Weekly	$.47	$24.44	
9.)	Industrial (All Others) Reflective HI-Visibility Button-up Shirt (Long Sleeve)	52	Weekly	$.45	$23.40	
10.)	Industrial (All Others) Reflective HI-Visibility Button-up Shirt (Short Sleeve)	52	Weekly	$.45	$23.40	
11.)	Industrial (All Others) Reflective HI-Visibility Cargo Pants	52	Weekly	$.47	$24.44	
12.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Long Sleeve)	52	Weekly	$.30	$15.60	
13.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Short Sleeve)	52	Weekly	$.30	$15.60	
14.)	Industrial (All Others) Enhanced Visibility Cargo Pants	52	Weekly	$.47	$24.44	
15.)	Traditional Uniform Button-up Shirt (Long Sleeve)	52	Weekly	$.14	$7.28	
16.)	Traditional Uniform Button-up Shirt (Short Sleeve)	52	Weekly	$.14	$7.28	
17.)	Traditional Uniform Cargo Pants	52	Weekly	$.14	$7.28	
18.)	Security Guard Uniform shirt (Long Sleeve)	52	Weekly	$.42	$21.84	
19.)	Security Guard Uniform Shirt (Short Sleeve)	52	Weekly	$.42	$21.84	
20.)	Security Guard Uniform Pants	52	Weekly	$.31	$16.12	

Lump Sum Items

Additional Items	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
Additional Items	Uniform Advantage - Covers damage (optional)	Per Garment	Weekly	$0.05	$2.60	
Additional Items	Prep Advantage - Cover Make Up (optional)	Per Garment	Weekly	$0.03	$1.56	
Additional Items	Emblem Advantage - Covers Emblem Cost (optional)	Per Top	Weekly	$0.02	$1.04	
Additional Items	Service Charge	Per Service Location (13)	Weekly	$4.95	$257.40	

Uniform Replacement Cost

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$21.50	$21.50	
2.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$17.50	$17.50	
3.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$13.50	$13.50	
4.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Executive Wear -	1	EACH	$20.50	$20.50	
5.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Executive Wear -	1	EACH	$16.50	$16.50	
6.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Executive Wear -	1	EACH	$15.50	$15.50	
7.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$18.32	$18.32	

EXHIBIT "A"FOR AGREEMENT BETWEEN CITY OF EDINBURG AND CINTAS CORPORATION NO 2 FOR UNIFORM RENTAL AND LAUNDERING SERVICE Cont.

Uniform Replacement Cost

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
8.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.32	$15.32	
9.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$12.32	$12.32	
10.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Mechanics Industrial - Pants	1	EACH	$18.32	$18.32	
11.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Mechanics Industrial - Pants	1	EACH	$15.32	$15.32	
12.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Mechanics Industrial - Pants	1	EACH	$12.32	$12.32	
13.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$75.00	$75.00	
14.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$65.00	$65.00	
15.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$55.00	$55.00	
16.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Welders Industrial -	1	EACH	$50.00	$50.00	
17.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Welders Industrial -	1	EACH	$40.00	$40.00	
18.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Welders Industrial -	1	EACH	$30.00	$30.00	
19.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$50.00	$50.00	
20.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$30.00	$30.00	
21.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Reflective Hi-Visibility - Pants	1	EACH	$30.00	$30.00	
22.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Reflective Hi-Visibility - Pants	1	EACH	$20.00	$20.00	

EXHIBIT "A"FOR AGREEMENT BETWEEN CITY OF EDINBURG AND CINTAS CORPORATION NO 2 FOR UNIFORM RENTAL AND LAUNDERING SERVICE Cont.

Uniform Replacement Cost

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
23.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Reflective Hi-Visibility - Pants	1	EACH	$10.00	$10.00	
24.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$35.00	$35.00	
25.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
26.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
27.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Enhanced Visibility -	1	EACH	$32.00	$32.00	
28.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Enhanced Visibility -	1	EACH	$22.00	$22.00	
29.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Enhanced Visibility -	1	EACH	$12.00	$12.00	
30.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
31.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$20.00	$20.00	
32.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
33.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Traditional - Pants	1	EACH	$25.00	$25.00	
34.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Traditional - Pants	1	EACH	$20.00	$20.00	
35.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Traditional - Pants	1	EACH	$15.00	$15.00	
36.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
37.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$20.00	$20.00	

EXHIBIT "A"FOR AGREEMENT BETWEEN CITY OF EDINBURG AND CINTAS CORPORATION NO 2 FOR UNIFORM RENTAL AND LAUNDERING SERVICE Cont.

Uniform Replacement Cost

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
38.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
39.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Security Guard-	1	EACH	$25.00	$25.00	
40.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Security Guard-	1	EACH	$20.00	$20.00	
41.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Security Guard-	1	EACH	$15.00	$15.00	
42.)	One-Time Up-Charge for replacement of shirts 2XL, Specify Price Per Shirt		EACH			
43.)	One-Time Up-Charge for replacement of shirts 3XL, Specify Price Per Shirt		EACH			
44.)	One-Time Up-Charge for replacement of shirts 4XL, Specify Price Per Shirt		EACH			
45.)	One-Time Up-Charge for replacement of shirts 5XL, Specify Price Per Shirt		EACH			
46.)	One-Time Up-Charge for replacement of Pant sizes 42 or larger		EACH			
47.)	Cost Difference (+/-) for female Employee Uniform Shirt and Pants		EACH			

Estimated Quantities are approximate and may increase or decrease depending on availability of funds and are subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding. The Contractor will be awarded on a unit price only.

LOGO EXHIBIT



"EXHIBIT B" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND CINTAS CORPORATION FOR UNIFORM RENTALS AND LAUNDERING SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/16/2023

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

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

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Cintas Corporation and its Subsidiaries 6800 Cintas Blvd PO Box 625737 Cincinnati OH 45262 USA	INSURER A:	Liberty Insurance Corporation	42404
	INSURER B:	Liberty Mutual Fire Ins Co	23035
	INSURER C:	LM Insurance Corporation	33600
	INSURER D:	Westchester Fire Insurance Company	10030
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570100104046 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			TB2651004227093	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY Comp/Coll $0 Ded.			AS7-651-004227-073 AOS	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10,000			G22035277018	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA565D004227103 WC5651004227123	07/01/2023 07/01/2023	07/01/2024 07/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$2,000,000 $2,000,000 $2,000,000

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

Evidence of Coverage.

Certificate No : 570100104046

CERTIFICATE HOLDER

Cintas Corporaton and its Subsidiaries
PO Box 625737
Cincinnati OH 45262 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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The ACORD name and logo are registered marks of ACORD

EVIDENCE OF COVERAGE	Policy Term 07-01-2023 to 07-01-2024

This Evidence of Coverage is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Evidence of Coverage. This Evidence of Coverage does not amend, extend or alter the coverage described below. This Evidence of Coverage may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Evidence of Coverage without the consent of Aon is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Evidence of Coverage via www.AonLine.Aon.com. The information contained herein is as of the date referred to above. Aon shall be under no obligation to update such information.

ADDITIONAL INFORMATION

GENERAL LIABILITY

ADDITIONAL INSURED WORDING:
YOU are included as an Additional Insured on the General Liability policy where required by written contract executed prior to loss, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

WAIVER OF SUBROGATION WORDING:
Waiver of Subrogation applies in favor of YOU on the General Liability policy where required by written contract and only to the extent granted in that contract.

AUTOMOBILE LIABILITY

ADDITIONAL INSURED WORDING:
YOU are included as an Additional Insured on the Automobile Liability policy with regard to any leased vehicle where their interests may appear.

PHYSICAL DAMAGE COVERAGE:
The Named Insured assumes all Liability for Physical Damage.

WORKERS' COMPENSATION

WAIVER OF SUBROGATION:
Waiver of Subrogation Applies in favor of YOU on the Workers' Compensation policy with regard to work performed under a written contract that requires such an agreement and only to the extent granted in that contract.

The existence of more than one insured, Additional Insured or other interests shall not serve to increase the limits of liability of the policy.

The Company hereby authorizes Aon Risk Services of Ohio Inc. to issue certificates of insurance, or to display Evidence of Coverage, including any Mortgagee or Loss Payee clauses consistent with the foregoing.

The Evidence of Coverage of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

"EXHIBIT C" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND CINTAS CORPORATION FOR UNIFORM RENTALS AND LAUNDERING SERVICES

REQUEST FOR BIDS

2023-025

UNIFORM RENTAL AND LAUNDRY SERVICES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: July 14, 2023

DEADLINE FOR QUESTIONS: July 24, 2023

RESPONSE DEADLINE: August 1, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR BIDS

Uniform Rental and Laundry Services

I. Introduction .....

II. Legal Notice .....

III. Instructions, Terms and Conditions .....

IV. Specifications .....

V. Vendor Questionnaire .....

VI. Pricing Proposal .....

Attachments:

A - Agreement Sample

B - Exhibit A

1. INTRODUCTION

1.1. Summary

The City of Edinburg is currently accepting sealed bids for the Uniform Rental and Laundry Services.

1.2. Background

Uniform Rental, Laundry, and delivery services for 411 employees within City Departments.

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	July 14, 2023

Pre-Proposal Meeting (Non-Mandatory)	July 21, 2023, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/87972183641?pwd=QmFmUHZCM1JLakhmMTRldHJDeGNCUT09 Meeting ID: 879 7218 3641 Passcode: 736521 One tap mobile +13462487799,,87972183641#,,,,*736521# US (Houston) +17193594580,,87972183641#,,,,*736521# US Dial by your location • +1 346 248 7799 US (Houston) • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 669 444 9171 US • +1 669 900 9128 US (San Jose) • +1 689 278 1000 US • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US Meeting ID: 879 7218 3641 Passcode: 736521 Find your local number: https://cityofedinburg.zoom.us/u/kb8mdtjJkW
Question Submission Deadline	July 24, 2023, 5:00pm
Proposal Submission Deadline	August 1, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Uniform Rental and Laundry Services

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 1, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 1, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-025" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, July 24, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Uniform Rental and Laundry Services

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Uniform Rental and Laundry Services as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. SPECIFICATIONS

4.1. GENERAL CONDITIONS AND MINIMUM SPECIFICATIONS UNIFORM RENTAL AND LAUNDTY SERVICES

PROPOSALS FROM PERSONS OR FIRMS NOT GENERALLY ENGAGED IN THE UNIFORM RENTAL AND LAUNDRY SERVICES BUSINESS WILL NOT BE CONSIDERED.

A. The City shall enter into a 36-month service contract with the successful bidder.

B. The Contract shall be awarded for a period of (3) three years from the date of award of the contract ("Initial Contract Period").

C. The Bid will be awarded to the lowest responsible bidder meeting specifications.

D. The City reserves the right to award this bid on a "Per Item" basis.

E. The successful vendor shall assume responsibility for the satisfactory performance of the product (s) delivered.

F. See Exhibit A in the Attachments Section for the City of Edinburg Logo

4.2. GENERAL SCOPE

- This specification establishes the minimum requirements for rental, laundry and upkeep of work uniforms consisting of shirts and pants for the City of Edinburg, hereinafter referred to as the "City" from qualified service providers, hereinafter referred to as the "Contractor." Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed cost for all itemized services deliverables under the terms of this solicitation.

- The Contractor shall provide new industrial style and professional style uniforms on a rental basis to the various City Departments, and perform laundry services, repairs or replacements on an as-needed basis for an estimated 368 employees.

- Use of City of Edinburg LOGO(S) - The successful contractor shall be granted during the contract period a non-exclusive, non- transferable, non-sublicensable license to use City Logos (Exhibit A) solely for performing its obligations under the awarded service contract.

- Term – The term of this agreement will be for a three (3) year period at firm unit prices, commencing from the date of award. The quoted price will remain firm for the contract period. No charges will apply for installation of new employees, deliveries, and alterations.

- Interim Extension of Performance - If it is determined that interim performance is required to allow for the solicitation and award of a new contract, the City may unilaterally extend the contract for a maximum period of up to six months. Current pricing, delivery and all other terms and conditions of the contract must apply during this interim period.

- Contract Term - Bidders are advised that for purposes of this project, the City of Edinburg intends to award a "Service Contract" for a period of three (3) years from date of award of contract ("Initial Contract Period"). Successful Bidder(s) shall be expected to hold their bid prices firm for the duration of the initial contract period. The City reserves the unilateral right to extend the contract for an additional two (2) years in one (1) year increments, if the performance of the successful Bidder/Vendor is satisfactory.

4.3. PERFORMANCE REQUIREMENTS

Each City employee shall be issued Eleven (11) sets of "NEW/UNUSED" uniforms consisting of eleven (11) shirts and eleven (11) pairs of pants at the commencement of the contract.

- As a part of the initial distribution, each employee will either be measured for proper fit or allowed to try on samples of the exact style of shirt and pants to be furnished. The shirts are to be a poly/cotton blend shirt and pants that meet The City Departments style and color requirement. Pricing for different shirt and pant options should be reflected in Bid Tab.

- Contractor shall successfully schedule and take City employee measurements and note their preference of long or short sleeves, and type of pant, etc., at approximately four (5) designated City Offices within ten (10) days of notification of award and Agreement/Contract in place and executed.

- Contractor is responsible for proper size fitting at the original installation. The complete inventory of uniforms shall be installed no later than 30 days from acceptance of agreement/contract.

- All garments remain the property of the Contractor. The City will pay for any lost or damaged garments that are not normal wear and tear, and merchandise at a pro-rated rate per shirt and per pants. (Refer to the Pricing Proposal). Any new employee shall be fitted for uniforms within 5 business after notice from the City is received for a new employee fitting and shall receive the uniform items no later than 15 days from the day of fitting. Any new employees starting the service after the program has been in operation sixty (60) days or more will not receive new uniforms. Uniform(s) furnished shall match the general appearance and condition of those worn by the other employees until the end of the contract period. The City of Edinburg will have the final say in determining whether the furnished uniforms is/are comparable and/or acceptable.

- At no charge, a patch bearing The "City of Edinburg" logo, (Exhibit A) shall appear on the front of each shirt- left chest, with a separate, matching Patch bearing the employee's first name on the other side- right chest.

- Initial delivery of uniforms, including standard alterations (e.g., pant leg length) to ensure proper fit, to the City Offices is required within four (4) calendar weeks after the measurements of employees have been taken. Earlier deliver is acceptable to and encouraged by the City.

- After the initial sizing and delivery of the uniforms, new City Staff or Staff requiring a change in size/style will be measured and fitted during delivery times. Garments shall be delivered to the City Field Offices within three (3) weeks of the visit, unless of non-standard size which shall be delivered within eight (8) weeks. Non-Standard sizes are:
  - Shirts: 5XL and above shirts with 36" sleeves or longer or shirts with extended tails.
  - Pants: 50" waist or higher and 36" in-seam or greater.
- Contractor shall provide standard alterations and repairs to uniforms as needed, at no additional cost to the City. This includes but not limited to, missing buttons, loose patches and broken zippers. City Staff will make arrangements for the Contractor to visit City facility's during normal working hours to measure for alterations or to drop off garments requiring repair. City Staff will mark or tag the garment(s) in a way to be mutually agreed by both City and Contractor. Altered or repaired garments shall be delivered to the City's Offices within fifteen (15) business days of the request.

- Contractor shall mend, alter or replace said garments to the extent necessitated by normal wear and tear, based on normal industry standards at no cost.

- Garments exhibiting the following will deemed unpresentable (holes, tears, rips, missing buttons, loose or missing patches or name tags) and will be returned to the contractor for either repair or replacement. Any garments with jagged tears on a shirt or pants shall render the garment "beyond repair" and shall be fully replaced at the pro-rated rate. The City reserves the right to make the final determination as to whether a uniform is unpresentable, damaged or worn to the degree it requires repair, alteration, additional cleaning and or replacement; those garments will be sent to the contractor for replacement at no cost to the City and shall be replaced within 14 days of our notice.

- Garments that cannot be repaired or are worn out shall be replaced with uniforms matching the general appearance and condition of those worn by the other employees until the end of the contract period. They shall be replaced within 15 days of the City's notice.

- Uniforms shall be available in the sizes, colors, and styles as identified on this spec and on the bid sheet.

- The City will notify the Contractor, in writing/email, of employees who are no longer with the City. The City will return the uniforms to the Contractor within fifteen (15) business days of notification. The Contractor shall cease charging the City within two (2) business days of notification.

- Inventory of Uniforms: It shall be the responsibility of the vendor/contractor to conduct an Inventory of all employee(s) uniforms to establish that all Employees have the right number of uniforms. The Inventory must be conducted at the end of year 1 and 2, and 3 months prior to the expiration of the contract. A report shall be provided to each of the City of Edinburg Departments outlining contractor's findings; the report shall also be provided to the City's Finance Department. Only missing/lost and negligent damage beyond repair caused by the City of Edinburg shall be listed in the report. Replacement costs shall be determined on the basis of a 3-year life expectancy/potential use of a uniform. (i.e.: if a "new" uniform is damaged beyond repair by a City of Edinburg employee during the second (2nd) year into the contract period, a prorated cost for the ensuing third (3rd) year shall be calculated, not the cost of a new uniform. (Refer to the Pricing Proposal). In addition, the contractor shall be expected to furnish replacement uniform(s) that match the general appearance and condition of those being worn by other employees for the remainder of the contract period. The City of Edinburg will have the final say in determining whether the replacement uniform(s) is/are comparable and/or acceptable.

- Cost of Female Uniforms: Bidders are advised they are to submit in Pricing Proposal

- Replacement of uniforms: The successful contractor shall be responsible to replace uniforms that have been previously put in place if City of Edinburg employee(s) drop or gain less than/more than one size up or down at no additional cost to the City.

- If the employee(s) drop or gain less than/more than two size up or down, a One-Time Replacement Up-Charge will be applicable for larger pant and/or shirt sizes as described on Bid Tab. Up-Charges shall not apply to new hires.

- At a minimum on a quarterly basis, the Contractor Representative will meet with the City's Representatives to discuss any issues or concerns, unless an earlier meeting is deemed necessary.

4.4. MATERIAL REQUIREMENTS

Uniforms shall be made available in men's and women's or unisex styles and sizes.

Shirts shall be available in long and short sleeve. Offered makes/models of uniforms shall meet or exceed the specifications below, as determined by the City. Shirts shall be readily available and include, but are not limited, to the following:

- **Executive Shirts**
  - Oxford Shirt
  - Shirts shall be a washable permanent press fabric of 60% Cotton and 40% Poly.
  - Color: To be determined but may have a combination
  - Collars shall be lined with collar stays of button down collars.
  - Shirts shall have button fronts
  - Option of short or long sleeve or combination, employee choice.
  - Shirts shall have one front pocket
  - Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
  - All points of stress shall be bar tacked

- **Executive Pants**
  - Trousers shall be a washable, permanent press fabric of 65% polyester and 35% cotton.
  - Color: To be determined but may have a combination
  - Shall have pockets on front and rear.
  - Pants shall have no cuffs.
  - Pants shall have zippered fly. The zipper shall be heavy duty brass and capable of withstanding a minimum of 100 commercial launderings.

- Belt loops shall be wide enough to accommodate 2 ¼" belts.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
- All points of stress shall be bar tacked, with particular attention to belt loops and pockets

- **Industrial Work Shirts (Mechanics)**
  - Shirts shall be minimum 65% polyester and 35% cotton permanent press for others.
  - Color : Grey
  - Collars shall be lined with color stays or button down collar.
  - Shirts shall have button fronts.
  - Option of short or long sleeve or combination, employee choice.
  - Shirts shall have two pockets, with button and buttonhole on both pockets.
  - Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
  - All points of stress shall be bar tacked.
- **Industrial Work Pant (Mechanics)**
  - Trousers shall be a minimum of 65% polyester and 35% cotton for others.
  - Color: Charcoal
  - Pants shall have pockets on the front and rear.
  - Pants shall have no cuffs.
  - Pants shall have zippered fly. The zipper shall be heavy duty brass and capable of withstanding a minimum of 100 commercial launderings.
  - Belt loops shall be wide enough to accommodate 2 ¼" belts.
  - All fabric edges shall be overstitched, serged or chemically sealed.
  - Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
  - All points of stress shall be bar tacked, with particular attention to belt loops and pockets.
- **Industrial Uniform Shirt (Welders)**Enhanced Armorex FR Flame Resistant button-up work shirt Unifirst model #09TC with an ATPV minimum rating of 9.1, PPE 2 or City approved equal, with the following construction: Must comply with NFPA 70E and NFPA 2012.
  - 7.0 oz. TECASAFE PLUS

- Color: Khaki
- Button front closure;
- Long Shirttail
- Stitched-down front facings;
- Two button through chest pockets (desired: one with pencil stall), reinforced stitching, the appropriate City insignia patch sewn or embroidered on one pocket, and a name badge (first and last name) shall be sewn on the opposite side;
- Short and long sleeve availability;
- Sizes: Small through 5X at a minimum with up to 36" sleeve length on long sleeved shirts;
- Sizes shall be marked on the inside of collar or on the front shirttail and shall include, but is not limited to, the manufacturer's name, style, and barcode

- **Industrial Uniform Pants (Welders)**Enhanced Armorex FR Flame Resistant work pant. Unifirst model #10Ts with an ATPV minimum rating of 10.2, PPE 2 or City approved equal, with the following construction: Must comply with NFPA 70E and NFPA 2012.
  - 8.5 oz. TECASAFE PLUS
  - Color: Navy
-
  - Construction of pants shall be bar-tacked at stress points with extra tacking at base of fly. Inseams and out-seams shall be serged with safety stitching. Pants shall maintain leg creases and crisp appearance after numerous washings and have safety stitching to increase comfort by eliminating rough edges and unraveling;
  - Heavy-duty brass ratcheting zipper, button closures, and belt loops;
  - Pockets: two slack-style front pockets; two back pockets;
  - Waist up to 56" length up to 35"
  - Sizes shall be marked on the inside of waist band and shall include, but is not limited to, the manufacturer's name, style, and barcode.
- **Industrial Uniforms Pants (All Others)**Enhanced High Visibility Cargo Pants, or City approved alternate, with the following construction:
  - 100% cotton or 65/35% poly/cotton twill, minimum 7.5 oz. twill, industrial type construction;
  - Durable press finish;

- Color: Navy
- Construction of pants shall be bar-tacked at stress points with extra tacking at base of fly. Inseams and out-seams shall be serged with safety stitching. Pants shall maintain leg creases and crisp appearance after numerous washings and have safety stitching to increase comfort by eliminating rough edges and unraveling;
- Heavy-duty brass ratcheting zipper, button closures, and belt loops;
- Stain resistant;
- Pockets: two front pockets; two back patch pockets with spade flaps and snap closures; two pleated cargo pockets with flaps and concealed snap closure;
- Enhanced visibility trim around the knees and calves; 3M Scotchlite 2" reflective material 9920 silver industrial (with and without)
- Waist up to 52" length up to 35"
- Sizes shall be marked on the inside of collar or on the front shirttail and shall include, but is not limited to, the manufacturer's name, style, and barcode.

- **Enhanced Visibility Work Shirt**Enhanced Visibility button-up work shirt Unifirst model #013B and 023B (Long and Short Sleeve) or City approved equal, with the following construction:
  - Minimum 65 Polyester 35 Cotton Blend, with stain release and moisture control;
  - Color: Grey/Orange/Navy
  - 3M Scotchlite reflective stripping material Silver over Orange industrial; on front, back and sleeves;
  - Button front closure;
  - Stitched-down front facings;
  - Two button through chest pockets (desired: one with pencil stall), reinforced stitching, the appropriate City insignia patch sewn or embroidered on one pocket, and a name badge (first and last name) shall be sewn on the opposite side;
  - Short and long sleeve availability;
  - Sizes: Small through 5X at a minimum with up to 36" sleeve length on long sleeved shirts;
  - Sizes shall be marked on the inside of collar or on the front shirttail and shall include, but is not limited to, the manufacturer's name, style, and barcode
- **Enhance Visibility Work Pants**Enhance Visibility work Pants, Unifirst Model 123B, or City approved alternate, with the following construction:

- 100% cotton or 65/35% poly/cotton blend, minimum 8.5 oz. twill, industrial type construction;
- Color: Charcoal/ Orange
- 3M Scotchlite reflective stripping material Silver over Orange industrial; on legs;
- Durable press finish;
- Construction of pants shall be bar-tacked at stress points with extra tacking at base of fly. Inseams and out-seams shall be serged with safety stitching. Pants shall maintain leg creases and crisp appearance after numerous washings and have safety stitching to increase comfort by eliminating rough edges and unraveling;
- Heavy-duty brass ratcheting zipper, button closures, and belt loops;
- Stain resistant;
- Pockets: two slack-style front pockets; two back pockets;
- Waist up to 56" length up to 35"
- Sizes shall be marked on the inside of collar or on the front shirttail and shall include, but is not limited to, the manufacturer's name, style, and barcode.

- **Traditional Uniform Shirts**
  - 100% cotton or 65/35% poly/cotton blend, minimum 8.5 oz. twill, industrial type construction;
  - Color: To be determined but may have a combination
  - Collars shall be lined with collar stays of button down collars.
  - Shirts shall have button fronts
  - City Logo Patch, and Name Patch
  - Option of short or long sleeve or combination, employee choice.
  - Shirts shall have one front pocket
  - Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
  - All points of stress shall be bar tacked
- **Security Guard Shirts**
  - Oxford Shirt
  - Shirts shall be a washable permanent press fabric of 60% Cotton and 40% Poly.
  - Color: To be determined but may have a combination

- Collars shall be lined with collar stays of button down collars
- Shirts shall have button fronts
- City Logo Patch, Name Patch, and Park Ranger/Security Guard Patch
- Option of short or long sleeve or combination, employee choice
- Shirts shall have one front pocket
- Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
- All points of stress shall be bar tacked

- **Security Guard Pants**
  - Trousers shall be a washable, permanent press fabric of 65% polyester and 35% cotton.
  - Color: To be determined but may have a combination
  - Shall have pockets on front and rear.
  - Pants shall have no cuffs.
  - Pants shall have zippered fly. The zipper shall be heavy duty brass and capable of withstanding a minimum of 100 commercial launderings.
  - Belt loops shall be wide enough to accommodate 2 ¼" belts.
  - All fabric edges shall be overstitched, serged or chemically sealed.
  - Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
  - All points of shall be bar tacked, with particular attention to belt loops and pockets
- **Patches**
  - Iron on and/or sewn on patches are acceptable.
  - There will be one patch on the left side above the pocket to identify the name of the department.
  - There will be one patch on the right side to read employees first name, initial, and last name; also identify title/rank if applicable.

4.5. SAMPLE AND INSPECTION

The Contractor shall include with their bid submittal descriptive literature for each item offered. Failure to provide samples or descriptive literature within the deadline may result in rejection of the bid.

The Contractor shall include with their bid submittal written certification regarding cloth type, manufacturer, material weight of the product offered, and country of origin.

The Contractor shall provide one (1) sample of each different garment for evaluation within ten (10) business days of request, at no additional cost to the City. The samples submitted by the successful Contractor shall become the property of the City and will be retained as quality control samples throughout the term of the contract.

The City reserves the right to schedule an inspection visit at the Contractor's local presence at any time prior to award or during the contract term.

4.6. PICKUP AND DELIVERY

The City and the successful bidder shall mutually agree upon which days(s) of the week the vendor shall pickup and deliver the uniforms. The vendor understands there are 13 delivery/pickup locations. Pickup and delivery will be made between the hours of 8:00 AM and 5:00 PM at the following locations:

Ebony Golf Course

300 W. Palm Drive

Edinburg, Texas 78541

Park Shop

1231 N. Doolittle Rd.

Edinburg, Texas 78541

Los Lagos Golf Club

1720 S. Raul Longoria Road

Edinburg, Texas 78541

ROW Division

1201 N. Doolittle Road

Edinburg, Texas 78541

Airport

1300 E. FM 490

Edinburg, Texas 78542

Municipal Park

1717 S. Doolittle Road

Edinburg, Texas 78541

Streets

1201 N. Doolittle Road

Edinburg, Texas 78541

Utilities/Water Plant

1752 S. Mon Mack Road

Edinburg, Texas 78539

Solid Waste Management

8601 N. Jasman Road

Edinburg, Texas 78541

Utilities/Wastewater Treatment

1202 N. "M" Road

Edinburg, Texas 78541

Utilities/Systems

1201 N. Doolittle Road

Edinburg, Texas 78541

World Birding Center

714 S. Raul Longoria Road

Edinburg, Texas 78541

Engineering Division

City Hall 2nd Floor

415 W. University Dr.

Edinburg, Texas 78541

Building Maintenance Department

123 E. Palm Dr.

Edinburg, Texas 78539

"The successful Bidder will provide a route schedule for each department between the hours of 8:00 am - 4:00 pm, Monday through Friday, which will be approved by the respective department."

4.7. General Terms and Conditions

A. Termination of Contract - In the event that the conditions or provisions of the agreement and/or contract are not met by the vendor, or other conditions are violated, or if service becomes unsatisfactory, the City of Edinburg may, after thirty (30) days written notice to the vendor, terminate this agreement and/or contract.

B. Unsatisfactory Service – In the event that the City of Edinburg receives deliveries of unsatisfactory service that are not quickly and routinely corrected, the Vendor shall have fifteen (15) business days from the receipt of written notice to resolve said problems. If said problem is not resolved by the Vendor, the City of Edinburg may then terminate this agreement for nonperformance with thirty (30) day written notice.

C. Billing - The City of Edinburg is to be billed on a monthly basis. The billing statement is to include the first and last name of the employee, the employee's department, the number of uniforms serviced, and the total charge for each employee. NOTE: Departments are to be listed individually (kept separate). Employees who have left employment or employees out on vacation, sick leave or workers comp leave for more than two weeks, are to be removed from the billing and delivery of uniforms discontinued, with no additional charges incurred. An original invoice must accompany each delivery. The number of uniforms must be confirmed by authorized personnel; accuracy of the count will be confirmed by authorized personnel signing the delivery invoice.

D. Other Conditions - The servicing of personal clothing will not be substituted for uniforms, under any circumstances. Violations of this condition; is sufficient grounds to terminate the agreement and/or contract.

E. Uniform Sets - The successful bidder shall begin the agreement period by furnishing eleven (11) uniform sets per employee which must consist of eleven (11) long or short sleeve shirts and eleven (11) pants, five (5) clean uniforms shall be delivered per week, five (5) uniforms picked up per week + 1 uniform that the employee will be wearing on the day of pickup/delivery = eleven (11) uniforms per employee.

F. Garment Specifications – Garments initially provided to the City shall be new and unused. All garments provided shall be "NEW" and free from defect upon commencement of contract, any uniforms added 60 days after the commencement of the contract will not be new but shall match the general appearance and condition of those worn by the other employees until the end of the contract period.

VII. Implementation Schedule - The successful bidder shall establish a schedule, approved by the City to individually measure all employees at

their specified locations. Measurements for the shirts shall include the sleeve length, neck size, chest size, and waist length. Measurements

for the pants shall include the waistline, inseam length and hip, if necessary, to assure a proper fit in the hips/seat area. Each department

will specify the color combinations at the time of fitting.

VIII. Laundering Services shall require a Weekly Turn In – City employees shall turn in worn uniforms weekly for pickup by Vendor for laundering.

Vendor shall return the same number of laundered uniform as the uniforms which were turned in by each employee.

IX. Service Cancellation – The City may cancel service for any employee(s) at any time without a monetary penalty being imposed by the

vendor. Upon cancellation, all uniforms will be turned in to the vendor. If there is a shortage, the City will make restitution. Cost of

replacement shall be determined by the replacement charge unit price of the contract.

X. Garment Control – A complete listing of garments picked up each week along with a complete listing of rental garments delivered shall be

supplied and initialed by City Staff. Such listing must be supplied in a timely manner so that any discrepancy may be checked. The City will

be the sole judge of whether the information supplied is timely. All garments will be delivered in an accountable manner on individual

hangers and marked at the time of delivery with the employee's first and last name and department. Successful bidder shall account for

uniforms picked up and delivered by providing accurate count on invoice.

XI. Additional Charges – Charges not identified on the pricing sheets of this agreement such as service charges for specific departments or any

other additional charges will not be honored by the City and should be included in the unit price.

4.8. Special Instructions

Commodity shall be quoted on the basis of FOB: Destination, freight inclusive of quote price Bidder shall include in their firm fixed price quoted all miscellaneous costs to be incurred. Failure to provide all required information and any exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid or may result in quote being disqualified.

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

5.1.1. *Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.1.2. *The successful Bidder will provide a route schedule for each department between the hours of 8:00 am - 4:00 pm, Monday through Friday, which will be approved by the respective department.**

☐ Please confirm

*Response required

5.1.3. *Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

5.1.4. *Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

5.1.5. *Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

5.1.6. *Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

5.1.7. *Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

5.1.8. *Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

5.1.9. *Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.10. If awarded the 1295 form will need to be provided.**

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.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

6. PRICING PROPOSAL

UNIFORM RENTAL & LAUNDRY SERVICES - STYLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Executive Work Shirt (Long Sleeve)	52	Weekly			
2.)	Executive Work Shirt (Short Sleeve)	52	Weekly			
3.)	Executive Work Pants	52	Weekly			
4.)	Industrial (Mechanics) Work Shirt (Long Sleeve)	52	Weekly			
5.)	Industrial (Mechanics) Work Shirt (Short Sleeve)	52	Weekly			
6.)	Industrial (Mechanics) Work Pants	52	Weekly			
7.)	Industrial (Welders) Work Shirt (Long Sleeve)	52	Weekly			
8.)	Industrial (Welders) Work Pants	52	Weekly			
9.)	Industrial (All Others) Reflective Hi-Visibility Button-up Shirt (Long Sleeve)	52	Weekly			
10.)	Industrial (All Others) Reflective Hi-Visibility Button-up Shirt (Short Sleeve)	52	Weekly			
11.)	Industrial (All Others) Reflective Hi-Visibility Cargo Pants	52	Weekly			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
12.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Long Sleeve)	52	Weekly			
13.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Short Sleeve)	52	Weekly			
14.)	Industrial (All Others) Enhanced Visibility Cargo Pants	52	Weekly			
15.)	Traditional Uniform Button-up Shirt (Long Sleeve)	52	Weekly			
16.)	Traditional Uniform Button-up Shirt (Short Sleeve)	52	Weekly			
17.)	Traditional Uniform Cargo Pants	52	Weekly			
18.)	Security Guard Uniform shirt (Long Sleeve)	52	Weekly			
19.)	Security Guard Uniform Shirt (Short Sleeve)	52	Weekly			
20.	Security Guard Uniform Pants	52	Weekly			
TOTAL						

UNIFORM RENTAL & LAUNDRY SERVICES - LUMPS SUM ITEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Initial Set up fee, including fitting, sizing, and uniform construction for all uniform types.	1	EACH			
2.)	Environmental Surcharges, If Applicable	1	EACH			
3.)	Weekly Delivery Charges, If Applicable	1	EACH			
TOTAL						

UNIFORM RENTAL & LAUNDRY SERVICES - UNIFORM REPLACEMENT COST

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
2.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
3.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
4.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Executive Wear - Pants	1	EACH			
5.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Executive Wear - Pants	1	EACH			
6.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Executive Wear - Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
7.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
8.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
9.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
10.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Mechanics Industrial - Pants	1	EACH			
11.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Mechanics Industrial - Pants	1	EACH			
12.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Mechanics Industrial - Pants	1	EACH			
13.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
15.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
16.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH			
17.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
18.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH			
19.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
20.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
21.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Reflective Hi-Visibility - Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
22.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Reflective Hi-Visibility - Pants	1	EACH			
23.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Reflective Hi-Visibility - Pants	1	EACH			
24.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
25.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
26.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
27.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Enhanced Visibility - Pants	1	EACH			
28.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Enhanced Visibility - Pants	1	EACH			
29.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Enhanced Visibility - Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
30.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
31.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
32.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
33.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Traditional - Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
34.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Traditional - Pants	1	EACH			
35.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Traditional - Pants	1	EACH			
36.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
37.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
38.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
39.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Security Guard- Pants	1	EACH			
40.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Security Guard- Pants	1	EACH			
41.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Security Guard- Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
42.)	One-Time Up-Charge for replacement of shirts 2XL , Specify Price Per Shirt	1	EACH			
43.)	One-Time Up-Charge for replacement of shirts 3XL , Specify Price Per Shirt	1	EACH			
44.)	One-Time Up-Charge for replacement of shirts 4XL , Specify Price Per Shirt	1	EACH			
45.)	One-Time Up-Charge for replacement of shirts 5XL , Specify Price Per Shirt	1	EACH			
46.)	One-Time Up-Charge for replacement of Pant sizes 42 or larger	1	EACH			
47.)	Cost Difference (+/-) for female Employee Uniform Shirt and Pants	1	EACH			
TOTAL						

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-025

Uniform Rental and Laundry Services

RESPONSE DEADLINE: August 1, 2023 at 3:00 pm

Report Generated: Monday, August 28, 2023

Cintas Proposal

CONTACT INFORMATION

Company:
Cintas

Email:
schabbingv@cintas.com

Contact:
Virginia Schabbing

Address:
700 Dawson Rd
Mercedes, TX 78570

Phone:
N/A

Website:
N/A

Submission Date:
Aug 1, 2023 1:44 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Pass

Please attach the insurance certificate

COI_23-24_EOC_5M.pdf

THE SUCCESSFUL BIDDER WILL PROVIDE A ROUTE SCHEDULE FOR EACH DEPARTMENT BETWEEN THE HOURS OF 8:00 AM - 4:00 PM, MONDAY THROUGH FRIDAY, WHICH WILL BE APPROVED BY THE RESPECTIVE DEPARTMENT.*
Pass

Confirmed

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire_City_of_Edinburg_Bid_Packet_Docs.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

City_of_Edinburg_Conflict_of_Interest_Signed.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

City_of_Edinburg_Bid_89.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

City_of_Edinburg_Bid_Bill13.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
Pass

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

City_of_Edinburg_Bid_Packet_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

non_collusion_signed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

City_of_Edinburg_Form1295.pdfSigned_CIQ.pdfEdinburg_-PRICING_UNIFORM_RENTAL_and_LAUNDRY_SERVICES_-_STYLE.xlsxVirtual_Look_Book.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

PRICE TABLES

UNIFORM RENTAL & LAUNDRY SERVICES - STYLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Executive Work Shirt (Long Sleeve)	52	Weekly	$0.17	$8.84	
2.)	Executive Work Shirt (Short Sleeve)	52	Weekly	$0.17	$8.84	
3.)	Executive Work Pants	52	Weekly	$0.17	$8.84	
4.)	Industrial (Mechanics) Work Shirt (Long Sleeve)	52	Weekly	$0.15	$7.80	
5.)	Industrial (Mechanics) Work Shirt (Short Sleeve)	52	Weekly	$0.15	$7.80	
6.)	Industrial (Mechanics) Work Pants	52	Weekly	$0.17	$8.84	
7.)	Industrial (Welders) Work Shirt (Long Sleeve)	52	Weekly	$0.52	$27.04	
8.)	Industrial (Welders) Work Pants	52	Weekly	$0.47	$24.44	
9.)	Industrial (All Others) Reflective Hi-Visibility Button-up Shirt (Long Sleeve)	52	Weekly	$0.45	$23.40	
10.)	Industrial (All Others) Reflective Hi-Visibility Button-up Shirt (Short Sleeve)	52	Weekly	$0.45	$23.40	
11.)	Industrial (All Others) Reflective Hi-Visibility Cargo Pants	52	Weekly	$0.47	$24.44	
12.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Long Sleeve)	52	Weekly	$0.30	$15.60	
13.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Short Sleeve)	52	Weekly	$0.30	$15.60	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.)	Industrial (All Others) Enhanced Visibility Cargo Pants	52	Weekly	$0.47	$24.44	
15.)	Traditional Uniform Button-up Shirt (Long Sleeve)	52	Weekly	$0.14	$7.28	
16.)	Traditional Uniform Button-up Shirt (Short Sleeve)	52	Weekly	$0.14	$7.28	
17.)	Traditional Uniform Cargo Pants	52	Weekly	$0.14	$7.28	
18.)	Security Guard Uniform shirt (Long Sleeve)	52	Weekly	$0.42	$21.84	
19.)	Security Guard Uniform Shirt (Short Sleeve)	52	Weekly	$0.42	$21.84	
20.	Security Guard Uniform Pants	52	Weekly	$0.31	$16.12	
TOTAL					$310.96	

UNIFORM RENTAL & LAUNDRY SERVICES - LUMPS SUM ITEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Initial Set up fee, including fitting, sizing, and uniform construction for all uniform types.		EACH	No Bid	No Bid	X
2.)	Environmental Surcharges, If Applicable		EACH	No Bid	No Bid	X
3.)	Weekly Delivery Charges, If Applicable	1	EACH	$4.95	$4.95	
TOTAL					$4.95	

UNIFORM RENTAL & LAUNDRY SERVICES - UNIFORM REPLACEMENT COST

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$21.50	$21.50	
2.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$17.50	$17.50	
3.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$13.50	$13.50	
4.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Executive Wear - Pants	1	EACH	$20.50	$20.50	
5.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Executive Wear - Pants	1	EACH	$16.50	$16.50	
6.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Executive Wear - Pants	1	EACH	$15.50	$15.50	
7.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$18.32	$18.32	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
8.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.32	$15.32	
9.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$12.32	$12.32	
10.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Mechanics Industrial - Pants	1	EACH	$18.32	$18.32	
11.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Mechanics Industrial - Pants	1	EACH	$15.32	$15.32	
12.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Mechanics Industrial - Pants	1	EACH	$12.32	$12.32	
13.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$75.00	$75.00	
14.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$65.00	$65.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
15.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$55.00	$55.00	
16.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH	$50.00	$50.00	
17.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH	$40.00	$40.00	
18.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH	$30.00	$30.00	
19.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$50.00	$50.00	
20.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$30.00	$30.00	
21.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Reflective Hi-Visibility - Pants	1	EACH	$30.00	$30.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
22.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Reflective Hi-Visibility - Pants	1	EACH	$20.00	$20.00	
23.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Reflective Hi-Visibility - Pants	1	EACH	$10.00	$10.00	
24.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$35.00	$35.00	
25.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
26.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
27.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Enhanced Visibility - Pants	1	EACH	$32.00	$32.00	
28.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Enhanced Visibility - Pants	1	EACH	$22.00	$22.00	
29.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Enhanced Visibility - Pants	1	EACH	$12.00	$12.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
30.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
31.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$20.00	$20.00	
32.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
33.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Traditional - Pants	1	EACH	$25.00	$25.00	
34.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Traditional - Pants	1	EACH	$20.00	$20.00	
35.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Traditional - Pants	1	EACH	$15.00	$15.00	
36.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
37.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$20.00	$20.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
38.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
39.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Security Guard- Pants	1	EACH	$25.00	$25.00	
40.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Security Guard- Pants	1	EACH	$20.00	$20.00	
41.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Security Guard- Pants	1	EACH	$15.00	$15.00	
42.)	One-Time Up-Charge for replacement of shirts 2XL , Specify Price Per Shirt		EACH	No Bid	No Bid	X
43.)	One-Time Up-Charge for replacement of shirts 3XL , Specify Price Per Shirt		EACH	No Bid	No Bid	X
44.)	One-Time Up-Charge for replacement of shirts 4XL , Specify Price Per Shirt		EACH	No Bid	No Bid	X
45.)	One-Time Up-Charge for replacement of shirts 5XL , Specify Price Per Shirt		EACH	No Bid	No Bid	X
46.)	One-Time Up-Charge for replacement of Pant sizes 42 or larger		EACH	No Bid	No Bid	X
47.)	Cost Difference (+/-) for female Employee Uniform Shirt and Pants		EACH	No Bid	No Bid	X

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
TOTAL					$1,032.92	

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Cintas Corporation No 2
(Full, correct legal name)

- Address: 700 Dawson Rd, Mercedes, TX 78570
- Telephone/Fax: 956-825-0079
- Email address: schabbingv@cintas.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? Mason, OH

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Virginia Schabbing
Address: 700 Dawson Rd, Mercedes, TX 78570
Telephone: 707-217-3025
Fax: _____
Email: schabbingv@cintas.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
NA

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

8/1/2023

Company/Vendor Name:

Cintas

Printed Name and Title:

Virginia Schabbing - Major Account Manager

Authorized Signatory:

Virginia Schabbing

HOUSE BILL 89 VERIFICATION

I, Virginia Schabbing, the undersigned representative of

Cintas, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Virginia Schabbing

SIGNATURE OF COMPANY REPRESENTATIVE:

Virginia Schabbing - Major Account Manager

TYPE/PRINT NAME AND TITLE:

8/01/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Virginia Schabbing, the undersigned representative of

Cintas, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Virginia Schabbing

SIGNATURE OF COMPANY REPRESENTATIVE:

Virginia Schabbing - Major Account Manager

TYPE/PRINT NAME AND TITLE:

8/01/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Virginia Schabbing, the undersigned representative of

Cintas, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

CITY OF ~~EDINBURG~~ Flower Mound **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF ~~HIDALGO~~ Denton

Virginia Schabbing being first duly sworn, deposes and says that: *(Name)* Todd Schneider

(1) He is President of Cintas (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Virginia Schabbing

Title Major Account Manager

Subscribed and sworn to me this 1st day of August 2023.

By: Jessica Byson

Notary Public

JESSICA BYSON
Notary Public, State of Texas
Comm. Expires 04-14-2027
Notary ID 134307310

My commission expires 4/14/2027

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1053208

Date Filed:
07/31/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cintas
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2023-025
Uniform Rental and Laundry Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Virginia Schabbing, and my date of birth is 02/25/1988.

My address is 4324 Lauren Way (street), Flower Mound (city), TX (state), 75028 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 31st day of July (month), 20 23 (year).

Virginia Schabbing
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NA

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NA

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Virginia Schelbeing

Signature of vendor doing business with the governmental entity

8/1/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

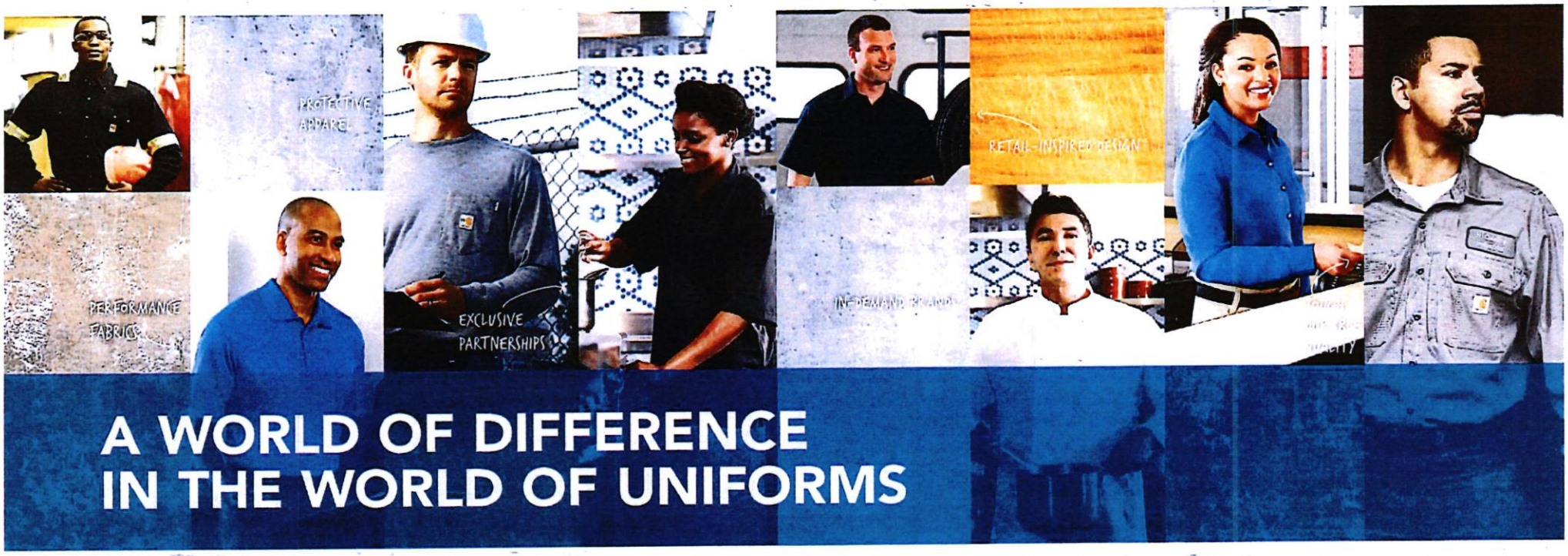
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



A WORLD OF DIFFERENCE IN THE WORLD OF UNIFORMS

Uniform Rental Look Book

CINTAS®
READY FOR THE WORKDAY®



Sharp styles for customer-facing employees

Get a retail-inspired look with the convenience of a Uniform Rental Program

HIGH IMAGE WORKWEAR

Employees with direct customer contact are the face of your business. With every customer interaction, they are representing your brand and the impression they make will shape how your public thinks of your business.

Help your employees make a great first impression with our high-image rental line, designed specifically for employees with direct customer contact. Featuring wrinkle-free technology, performance fabrics and retail-inspired design, your employees will be looking great from the first customer contact of the day to the last.



Carhartt® rental workwear — exclusively from Cintas

Get the brand your employees want to wear with the convenience of a Uniform Rental Program

THE CARHARTT DIFFERENCE

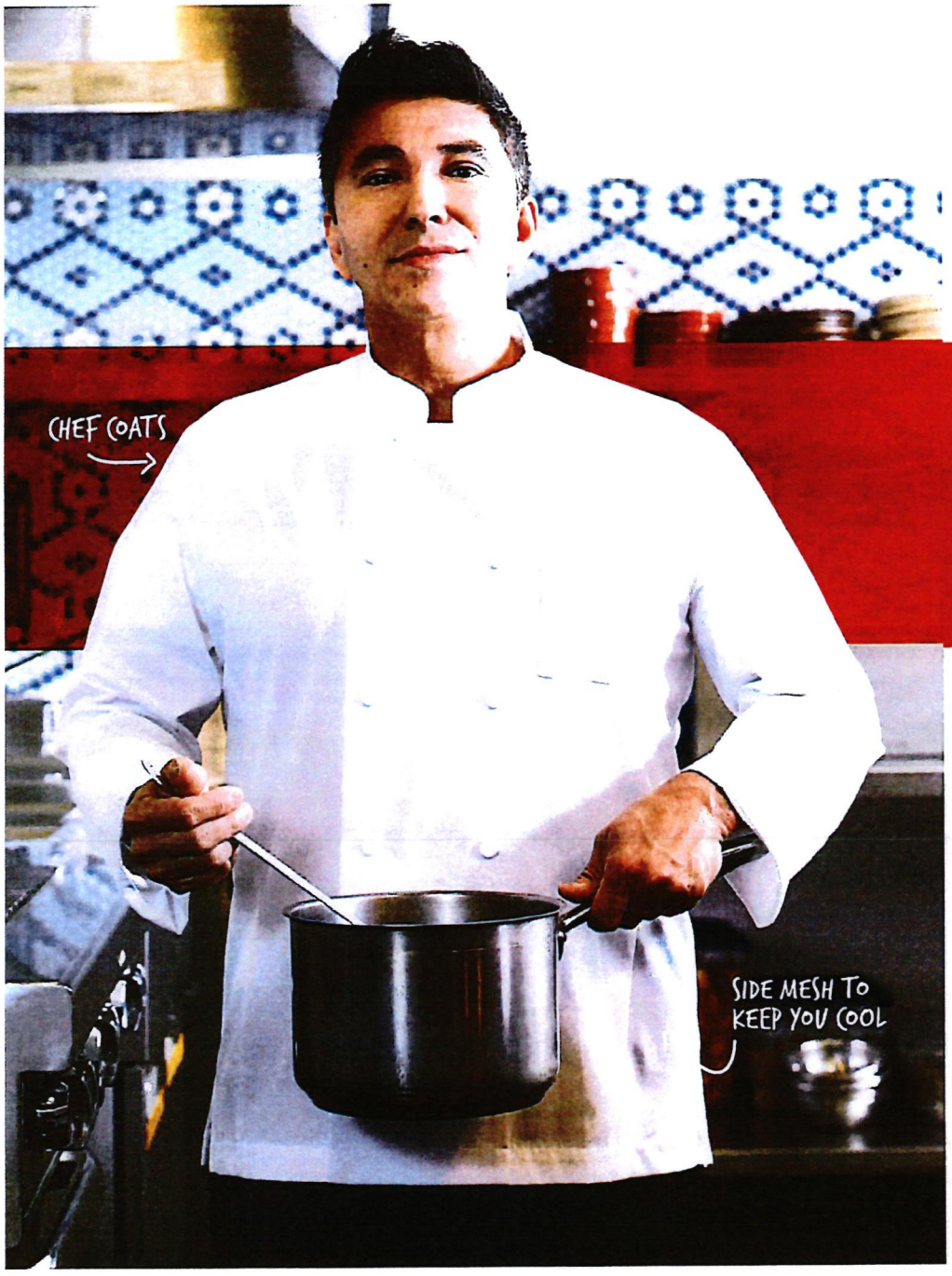
It's a safe bet that your employees know Carhartt®. They may even have some in their closets at home. Over the years, Carhartt® has built a reputation for quality, durability and performance and has become a household name in workwear.

Now you can outfit your employees in genuine Carhartt® workwear and enjoy the convenience and consistency of a Uniform Rental Program — only from Cintas. See why our customers love our Carhartt® rental line — featuring durable work shirt options, rugged jeans and work pants, and even outerwear.

Need Flame Resistant Clothing? No problem — our Carhartt® line includes a range of protective apparel.

carhartt

RENTAL WORKWEAR ONLY FROM CINTAS.



Chef Works® Rental Culinary Apparel — exclusively from Cintas

Stay cool when the kitchen heats up and deliver your next culinary masterpiece in style

CHEF WORKS®
MAKES IT CUTTING EDGE

We get it — you're busy. And with everything on your plate, the last thing you need to worry about is what the line cooks are wearing to work.

Fortunately you can get the premier brand in culinary apparel — Chef Works® — in a managed program provided exclusively by Cintas.

That means Cintas will deliver your fresh culinary apparel each week, pick up the dirty for cleaning, handle new employees and size changes, all for no upfront cost.

Focus on the food and let us do the laundry.

Chef Works
RENTAL CULINARY APPAREL EXCLUSIVELY FROM CINTAS.

How Cintas Uniform Rental Works

UNIFORM RENTAL

Never had a rental program? We'll break it down for you.

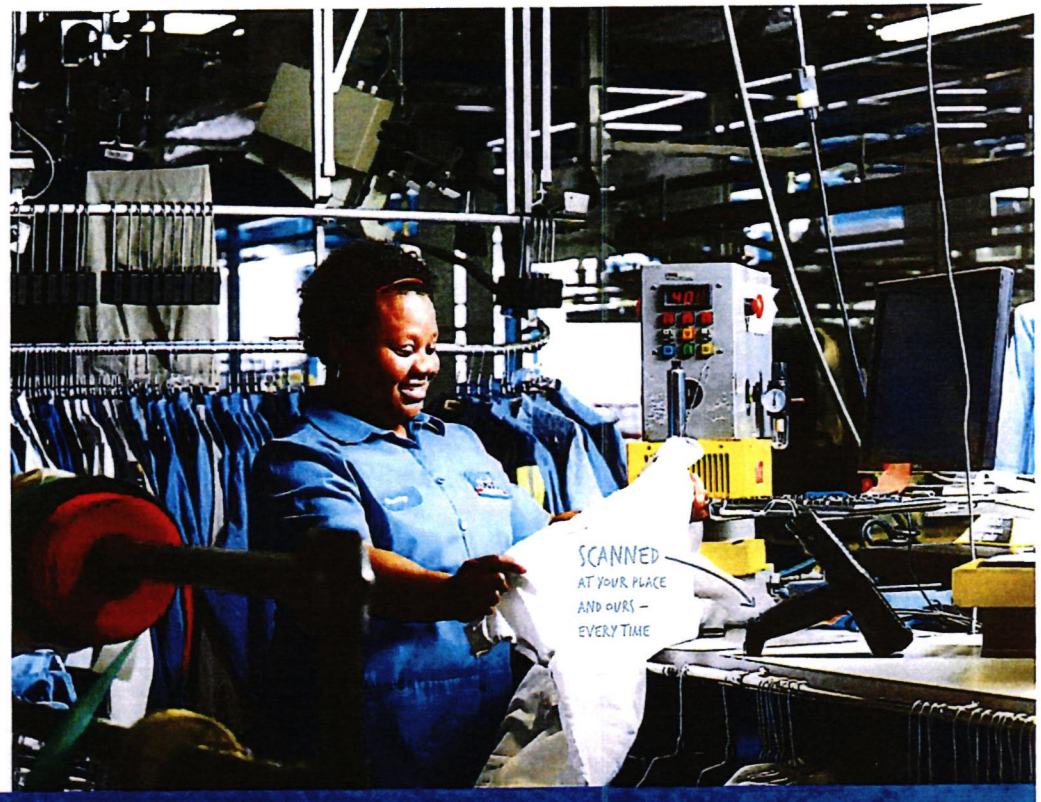
- You'll get a dedicated Cintas representative and a set number of garments for each employee.
- Each week, your representative will pick up your dirty garments to be washed, dried and finished.
- We will inspect, repair, replace and change size at no additional charge.*
- We return your clean garments and pick up last week's garments to be cleaned.

Why rent uniforms?

81% of Americans would be more likely to trust a home service professional wearing a uniform.[1]

70% of your customers feel that uniforms make your employees look neater and more professional.[2]

60% of your prospects feel that uniforms make your workers appear better trained and proud of their company.[2]



The TruCount™ Inventory Management System

TruCount

ACCURATE TRACKING OF YOUR UNIFORMS THROUGHOUT THE SERVICE PROCESS

With our TruCount™ Inventory Management System, every garment is scanned so we know, and you know, exactly where your garments are at all times. It's communication, accountability and reliability delivered to you weekly by your Cintas Service Sales Representative.

On-site scanning so you know what each employee turned in before we leave your premises.

Every garment. Every visit. Every time. It's not just a claim. We really do scan every garment every time we visit.

Every visit, we'll provide a report showing the exact number of garments scanned in, by wearer.

Work Shirts

WORK SHIRTS

WRINKLE-FREE TECHNOLOGY
ONLY FROM CINTAS



Blue Microcheck 27 | Black 99 | Grey Microchuck 36

273 Wrinkle-Free Shirt

The perfect shirt for employees with direct customer contact. Featuring the same patented technology that keeps top executives looking sharp all day long, the Wrinkle-Free Shirt will keep your employees looking as good from the first customer of the day to the last.



935 The Comfort Shirt®

Our classic work shirt — The Comfort Shirt® is designed for year-round wear and constructed from Cintas ComfortFLEX®, breathable 65/35 poly / cotton blend. Available in long and short sleeve.

White 00 | Light Gray 30 | Dark Blue 19 | Navy 20 | Charcoal 30 | Burgundy 16 | Tan Micro 43 | Light Blue Micro 27 | Hunter Green Micro 21 | Navy/Blue Slate Micro 22 | Grey/White 24 | Light Gray 36



330 Cotton Work Shirt

This comfortable work shirt is made from 100% durable-press cotton twill in a substantial 6 oz. weight. Designed for utility and freedom of movement, it features two hex-shaped, button-through front pockets and a pencil stall. Available in short and long sleeve.

Light Gray 30 | Light Blue 10 | Royal Blue 19 | Spruce Green 45 | Navy 20



374 Men's Executive Oxford

A classic button-down dress shirt. Non-iron and wrinkle resistant. Long sleeves have adjustable cuff buttons. Back box pleat and double yoke with button-down collars and left chest pocket. Available in long and short sleeve.

White 00 | Light Blue 10 | French Blue 26 | Blue/White 22

Carhartt® Work Shirts

WORK SHIRTS



NEW

396 Carhartt® Rugged Flex® Work Shirt

Our newest Carhartt® rental shirt offering is loaded with premium features you can't get anywhere else. Stretch ripstop fabric provides an unprecedented level of mobility for a rental work shirt. Mesh venting in the back helps keep you cool on the job. Keep track of everything you need with multiple utility pockets — including a vertical zipper cell phone pocket.

Khaki 82 | Light Grey 30
Dark Blue 19 | Navy 20

carhartt

RENTAL WORKWEAR
ONLY FROM CINTAS.



384 Carhartt® Tradesman Work Shirt

The Tradesman Work Shirt features double stitched construction for unmatched durability. This shirt truly gives you the toughness of Carhartt® with the convenience of Cintas uniform rental.

Khaki 82 | Dark Blue 19



NEW **278 Carhartt® Shop Tee**

Carhartt's #1 selling retail style is now available in a uniform rental program! This 100% cotton classic features the durable construction you'd expect from Carhartt with the comfort and functionality of a pocket tee.

Navy 20 | Heather Grey 33

Polos and T-shirts

WORK SHIRTS



Performance Polos

The first work shirt designed like a workout shirt. Advanced technology keeps wearers cool, dry and comfortable on any job — indoors or out. It resists snags, fading, staining, and even hides dirt and sweat, to present a spotless image for your company.

Item 275:

Item 299:

Item 259: White 00

WOMEN'S PERFORMANCE POLOS ALSO AVAILABLE



259 Performance Pocket Polos

Performance fabric to keep the wearer cool, comfortable and dry on the job with the added utility of a chest pocket.



NEW 75293 Performance T-shirt

The first rental pocket t-shirt made with performance stretch fabric to keep wearers cool and comfortable on the job. Perfect for outdoor jobs.

Women's Shirts

WORK SHIRTS



66273 Women's Wrinkle-Free Shirt
Now your female employees can have the same comfort and great wrinkle-free look that's available in our men's shirt.

Blue Microcheck 27 | Black 35



66528 Women's Executive Oxford
The women's version of our classic button-down dress shirt, designed for comfort and style with its contoured fit and shaped hemline. Available in short and long sleeve.

White 00 | Light Blue 83 | French Blue 27



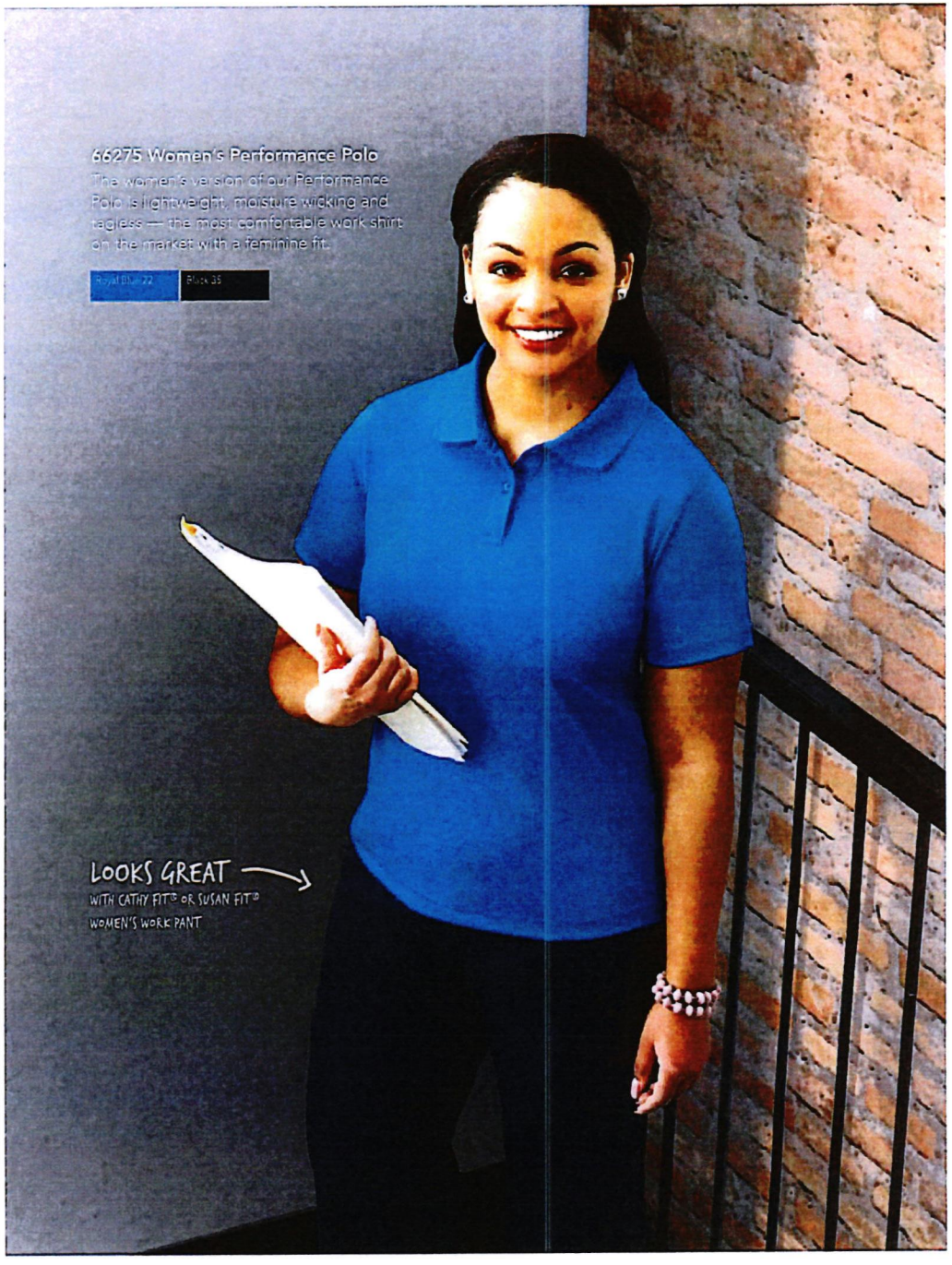
271 Women's Comfort Shirt
Designed for comfort with its contour fit and shaped hemline, this work shirt is great for female employees.

Dark Blue 19 | Smoke 32



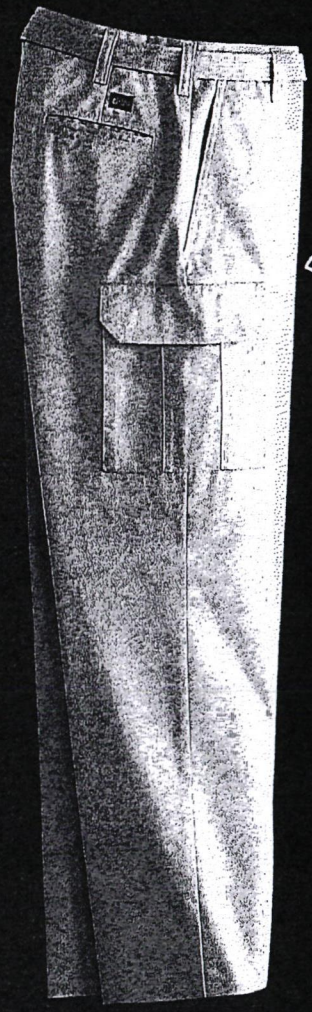
205 Women's Comfort Shirt with Pocket
Our classic women's work shirt with two additional front pockets for storage and functionality. A favorite for jobs that require the use of tools.

Dark Blue 19 | Smoke 32 | Light Blue Microcheck 27



Work Pants

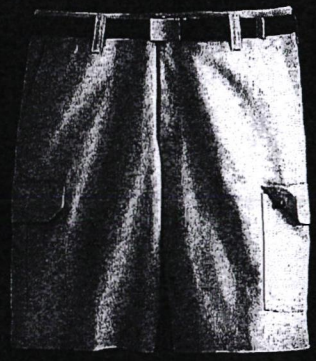
WORK PANTS



ALWAYS BE READY
KEEP WHAT YOU NEED CLOSE AT HAND

270 Cargo Pant
Our work pants with cargo pockets for added storage. Extra room in the hips, waist and thighs for comfort.

Khaki 62 | Navy 20
Charcoal 33 | Black 35



370 Cargo Short
A warm-weather workhorse designed with a generous retail-inspired fit. Comfortable, durable and provides a sharp appearance.

Khaki 62 | Navy 20



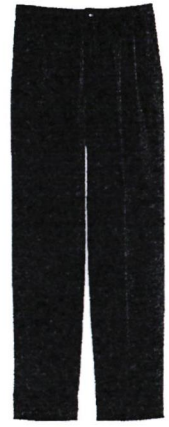
945 Comfort Pant®
Our classic pants are constructed from our exclusive 65/35 poly / cotton ComfortFLEX® fabric to keep your employees comfortable and looking professional.

White 00 | Khaki 62
Spruce Green 40 | Charcoal 33
Navy 20 | Black 35



340 Cotton Work Pant
Designed for comfort and made from 100% durable-press cotton, with quarter-top front pockets and two hip pockets.

Navy 20 | Charcoal 33



865 The Comfort Pant® Pleated Front
Front pleats and crisp creases for a dressier, professional look.

Khaki 62 | Navy 20
Black 35 | Charcoal 33

Carhartt® Work Pants

WORK PANTS



383 Carhartt® Work Dungaree

A Carhartt® classic — the Work Dungaree gives you room to work comfortably. Built tough with multiple tool pockets, reinforced back pockets and leg openings that accommodate work boots.

Carhartt Brown 51 | Navy 20

carhartt.

RENTAL WORKWEAR ONLY FROM CINTAS.





NEW

RUGGED FLEX

74533 Carhartt® Rugged Flex® Work Pant

Built to move with you 24-7 the new Carhartt® Rugged Flex® Work Pant is made of durable stretch ripstop fabric for comfort through all of the bending, crouching, reaching — whatever the workday brings. Useful features like a tool shelf pocket and vertical zipper side pocket make this pant a great addition to any uniform program.

Charcoal 32 | Navy 20

Jeans

WORK PANTS

carhartt



NEW

RUGGED FLEX

386 Carhartt® Rugged Flex® Jean
Our most modern work jean — the Carhartt Rugged Flex® Jean features a closer-to-the-body fit that still gives you room to move. Stretch fabric construction gives this jean the extra give you need for whatever climbing, reaching or bending your workday brings.

Denim B5

381 Carhartt® 5-Pocket Jean
This durable 5-Pocket Jean has a relaxed fit through the seat and thigh and sits just below the natural waist for added comfort and movement. Two reinforced back pockets.

Denim B3

382 Carhartt® Carpenter Jean
The denim Carpenter Jean is truly Carhartt® tough with generous room through the seat and thighs, multiple tool pockets, two reinforced back pockets and leg openings that accommodate work boots.

Denim B3

394 Cintas Jean
Our Cintas Jean is made of 100% cotton with a retail-inspired design for comfort and durability on the job.

Denim B3

Women's Pants

WORK PANTS



390 Susan Fit® Work Pant
Our Susan Fit® Work Pant has a mid-rise waist and straight-leg fit that keeps your employees comfortable and looking professional.

White 00 | Khaki 62 | Navy 20
Charcoal 33 | Black 35

ALSO AVAILABLE:IN SELECT COLORS:

389 Susan Fit® Cargo Pant



395 Cathy Fit® Work Pant
This stylish work pant with extra room through the hips and thighs features a tapered midrise waistband for comfort.

White 00 | Khaki 62 | Navy 20
Charcoal 33 | Black 35

ALSO AVAILABLE IN SELECT COLORS:

389 Cathy Fit® Cargo Pant



Jackets

OUTERWEAR

PAIRS WELL
WITH OUR WRINKLE-FREE SHIRT

DURABLE CONSTRUCTION
FOR THE TOUGHEST JOBS



NEW 361 Softshell Jacket
Our newest jacket option is perfect for all kinds of weather and great for layering. The fleece lining keeps the wearer warm while the stretch fabric allows for extra movement in the shoulders and back.

Navy 20 | Black 35

970 Lined Service Jacket
Classic cold-weather jacket made from 65/35 poly / cotton midweight twill. Warm quilted perma-lining. Front pockets and left arm pencil pockets.

Navy 20 | Charcoal 35

376 Carhartt® Active Jacket
This classic Active Jacket is made with 100% cotton sandstone duck and has a quilted flannel lining for ultimate warmth in the harshest conditions.

Carhartt Brown 51 | Navy 20

carhartt

NEW 378 Carhartt® Tradesman Jacket
A great new outerwear option from Carhartt® that features durable construction and is designed for maximum movement in the shoulders and back.

Carhartt Brown 51 | Navy 20



366 High Image Jacket
The 65/35 poly / cotton poplin shell of this deluxe jacket stands up to hard use. Features include a storm flap, stand-up collar with contrasting trim, inside chest pocket, pencil pocket in left sleeve, 2-button cuffs and elastic waist.

Navy 20 | Black 35



677 Perma-Lined Sport Jacket
Fully-lined, knit collar, cuffs and waistband. Inside chest pocket and slash front pockets.

Navy 20

Flame Resistant Shirts

SAFETY WORKWEAR



INTRODUCING OUR MOST COMFORTABLE FR SHIRT

Over half a million workers get their Flame Resistant Clothing (FRC) from Cintas — making Cintas the most trusted source for FRC apparel in North America.

With unparalleled service and diverse options, our FRC products — including our exclusive line of Carhartt® FR Rental Garments — are engineered to be more durable, more comfortable and lighter than any other garments of their type.

NEW

392 Carhartt® FeatherWeight FR Shirt

The most comfortable rental FR shirt available. Made with lightweight fabric with moisture wicking properties to help keep you comfortable throughout the day. Keep track of everything you need with double chest pockets and stay looking professional all day long with a button down collar. Made of lightweight 5.3 oz. 74% meta-aramid / 20% modacrylic / 5% para-aramid / 1% anti-stat fabric.

ATPV 9.5 | ARC 2 | UL 2112 Certified

Gray 31 | Navy 20

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and / or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the Flame Resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and / or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

FR carhartt

Rental FR Workwear Only from CINTAS.



297 Carhartt® FR Long Sleeve T-Shirt

Features rib knit crew collar and cuffs and reinforced shoulder for added durability. Lightweight 6.7 oz. 45% modacrylic / 35% cellulosic / 20% aramid fabric provides protection and comfort.

ATPV 8.2 | ARC 2 | ASTM 1506 | UL 2112 Certified

Heather Gray 31

347 Carhartt® Dual Hazard FR Work Shirt

Engineered with inherently flame resistant fibers, this lightweight 6.5 oz. 48% tencel™ / 40% modacrylic / 12% aramid fabric is designed to provide a highly professional look, without compromising the durability you'd expect from a brand like Carhartt®.

ATPV 8.9 | ARC 2 | ASTM 1506 | UL 2112 Certified

Royal Blue 26

294 Carhartt® FR Shirt

Back shoulder pleats for ease of movement and double and triple-needle seams provide durability. Button-down collar and button-close pocket flaps give a professional look and keep items secure. Lightweight 6.5 oz. 88% cotton / 12% high tenacity nylon fabric.

ATPV 9.5 | ARC 2 | ASTM 1506 | UL 2112 Certified

Dark Khaki 62 | Navy 20

Flame Resistant Pants

SAFETY WORKWEAR

FR carhartt

Rental FR Workwear
Only from CINTAS.



280 Carhartt® FR Jean
Traditional 5-pocket, relaxed fit through seat and thigh, sits just below natural waist for comfort and movement. 100% FR cotton denim, 14.25 oz.
ATPV 20 | ARC 2 | UL 2112 Certified

Denim B3

290 Carhartt® FR Carpenter Jean
Loose and relaxed fit, sits below natural waist. Features multiple tool and utility pockets. 100% FR cotton denim twill, 11.75 oz.
ATPV 15.6 | ARC 2 | UL 2112 Certified

Denim B3



NEW
73478 Carhartt® FeatherWeight FR Carpenter Pant
This new pant features a loose fit that gives you room to work comfortably. Lightweight, fade resistant fabric with moisture wicking properties to help keep you cool and comfortable throughout the day. Multiple utility and tool pockets on each pant leg. Made of lightweight 6.4 oz. 79% meta-aramid / 20% modacrylic / 1% anti-stat fabric.
ATPV 10.1 | ARC 2 | UL 2112 Certified

Navy 20



344 Carhartt® FR Cargo Pant
Durable double and triple-needle seams. Cargo pockets with snap closure and back bellow. 8.5 oz 48% tencel™ / 40% modacrylic / 12% aramid fabric.
ATPV 8.8 | ARC 2 | ASTM 1506 | UL 2112 Certified

Navy 20



371 Carhartt® FR Pant
Tough, durable construction. Melamine button waist closure and front Nomex® zipper comply with industry standards. 9 oz. 88% cotton / 12% high tenacity nylon twill.
ATPV 12.2 | ARC 2 | ASTM 1506 | UL 2112 Certified

Navy 20

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and / or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the Flame Resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and / or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

Flame Resistant Coveralls and Outerwear

SAFETY WORKWEAR



DURABLE & LIGHTWEIGHT

LEG ZIPPER FOR BOOTS

NEW

387 Carhartt® FeatherWeight FR Coverall

Our lightest, most comfortable FR coverall features fade resistant fabric with moisture wicking properties to help keep you comfortable. Chest pockets and various tool and utility pockets help to keep you organized. Features leg zippers that allow for easy removal and application over heavy work boots. Lightweight 5.3 oz. 74% meta-aramid / 20% modacrylic / 5% para-aramid / 1% anti-stat fabric.

ATPV 9.5 | ARC 2 | UL 2112 Certified

Grey 31 | Navy 20

carhartt FR



391 Carhartt® FR Coverall

Double and triple-needle seam construction for durability. Front Nomex® zipper provides easy removal. Outseam leg zipper to easily go over work boots. Made of lightweight 7 oz. 88% cotton / 12% high tenacity nylon fabric for comfort and protection.

ATPV 8.6 | ARC 2 | ASTM 1506 | UL 2112 Certified

carhartt FR Navy 20



61356 Excel FR® Bomber Jacket

FR Bomber Jacket offers concealed snap closure, 88% cotton / 12% high tenacity nylon with 7 oz. 100% cotton lining. Can be worn separately or with the 64356 Excel FR® Jacket Liner for added warmth.

ATPV 30.4 | ARC 3 | UL 2112 Certified

Navy 20



64356 Excel FR® Jacket Liner

Features concealed snap closure, 88% cotton / 12% high tenacity nylon with 12 oz. modacrylic insulation. Can be worn separately or inside the 61356 or 9585 Jackets.

ATPV 43.3 | ARC 4 | UL 2112 Certified

Navy 20

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and / or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the Flame Resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and / or any other applicable written contract executed between the purchaser and Cintas relating to such purchase

FR Enhanced Visibility

SAFETY WORKWEAR

63680 Carhartt® Work Shirt *FR Enhanced Visibility*
Double and triple-needle seams. 3M™ 9740 flame resistant industrial laundry reflective striping. Lightweight 6.5 oz. 88% cotton / 12% high tenacity nylon. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments.
ATPV 9.5 | ARC 2 | ASTM 1506 | UL 2112 Certified

Navy 20

9585 Excel Bomber Jacket *FR Enhanced Visibility*
Features enhanced visibility striping for increased safety. Can be worn with the 64356 Jacket Liner (on page 35) for added warmth. 88% cotton / 12% high tenacity nylon. 7 oz. 100% cotton lining. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments.
ATPV 30.4 | ARC 3 | UL 2112 Certified

Navy 20

High Visibility

SAFETY WORKWEAR

59294 Carhartt® Work Shirt
FR ANSI Class 3
3M™ reflective segmented trim in ANSI class 3 configuration. Button-down banded collar, tailored sleeve placket with button closure and two button adjustable cuff. Double and triple-needle seams. 6.5 oz. 88% cotton / 12% high tenacity nylon.
ATPV 9.5 | ARC 2 | ASTM 1506 | UL 2112 Certified



63685 Carhartt® Pant *FR Enhanced Visibility*
Melamine button waist closure. Front Nomex® zipper. 3M™ 9740 flame resistant industrial laundry reflective striping. Lightweight 9 oz. 88% cotton / 12% high tenacity nylon twill. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments.
ATPV 12.2 | ARC 2 | ASTM 1506 | UL 2112 Certified

Navy 20

63686 Carhartt® Coverall *FR Enhanced Visibility*
Double and triple-needle seam construction for durability. Front Nomex® zipper provides easy removal. Outseam leg zipper to easily go over work boots. Made of lightweight 7 oz. 88% cotton / 12% high tenacity nylon fabric for comfort and protection. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments.
ATPV 8.6 | ARC 2 | ASTM 1506 | UL 2112 Certified

Navy 20

65386 Work Shirt *ANSI Class 2*
65418 Work Shirt *ANSI Class 3*
Colorfast 4.25 oz. 65/35 poly / cotton blend, 2" reflective material sewn on, two-button closure chest pockets. Not flame resistant.

High Vis Yellow 71

69526 T-Shirt *ANSI Class 2*
100% spun polyester with wicking technology, left chest pocket, 2" silver industrial laundry friendly 3M™ Scotchlite™ reflective materials. Not flame resistant.

High Vis Yellow 71

80501 Bomber Jacket *ANSI Class 2*
100% Polyester high visibility fabric with 2" reflective trim sewn on, pencil pocket on left sleeve, rib-knit cuff and collar, brass zipper. Not flame resistant.

High Vis Yellow 71

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and / or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the Flame Resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and / or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

Enhanced Visibility

SAFETY WORKWEAR

59330 Cotton Work Shirt *Enhanced Visibility*
6 oz. 100% cotton durable-press fabric with ½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" polyester yellow fabric, two button through pockets and pencil stall. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Gray 31 | Navy 20

59935 Work Shirt *Enhanced Visibility*
½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" polyester yellow fabric. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Gray 31 | Navy 20 | Charcoal 34

59912 Coverall *Enhanced Visibility*
77.5 oz. 65/35 poly / cotton twill, ½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" polyester yellow fabric, two-way zipper, chest and side pockets. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Charcoal 34

59970 Jacket *Enhanced Visibility*
65/35 poly / cotton twill with ½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" polyester yellow fabric, hip-length with quilted nylon lining. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Navy 20 | Charcoal 34



59340 Cotton Work Pant *Enhanced Visibility*
100% cotton fabric with ½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" hi-visibility yellow stripe. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Navy 20 | Charcoal 34

59945 Poly / Cotton Work Pant *Enhanced Visibility*
65/35 poly / cotton Cintas ComfortFLEX® fabric with ½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" polyester yellow fabric. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Navy 20 | Charcoal 34

Chef Works® Culinary Apparel

SPECIALTY WORKWEAR

TOOLS AT THE READY
LEFT CHEST POCKET



COOL VENT® TECHNOLOGY

64449 Chef Works® Signature Chef Coat
Lightweight breathable fabric makes this chef coat cool and comfortable. Left chest pocket and thermometer pockets for carrying essential tools for the workday. Side vents keep wearer cool and allow for a unisex fit. Available in short sleeve and long sleeve.

White 00

Chef Works
RENTAL CULINARY APPAREL
EXCLUSIVELY FROM CINTAS.

Cintas is proud to present an exclusive partnership with Chef Works® to deliver a dependable, affordable, first-of-its-kind managed program.



65176 Chef Works®
Knot Button Essential Chef Coat
Available in white and long sleeve only. Midweight breathable fabric. Side vents for unisex fit. Left chest pocket and thermometer pocket. Premium look with polyester knot buttons.

White 00



65175 Chef Works®
Plastic Button Essential Chef Coat
Available in white and long sleeve only. Midweight, durable fabric. Thermometer pocket and left chest pocket. Chef Works® engraved plastic buttons. Side vents allow for a unisex fit. 65/35 poly / cotton blend.

White 00



Chef Works®

RENTAL CULINARY APPAREL
EXCLUSIVELY FROM CINTAS.



65177 Chef Works® Essential Chef Pant
Loose fit and tapered legs allow for maximum comfort and ease of movement. Features an elastic waistband with drawstring and zipper fly. Two deep side seam pockets and one back pocket.

Black 33



64250 Chef Works® Chalk Stripe Apron
Two oversized front pockets for essential tools. Can be worn as a bib or bistro apron. One size fits most.

Chalk Stripe 45

Food Processing

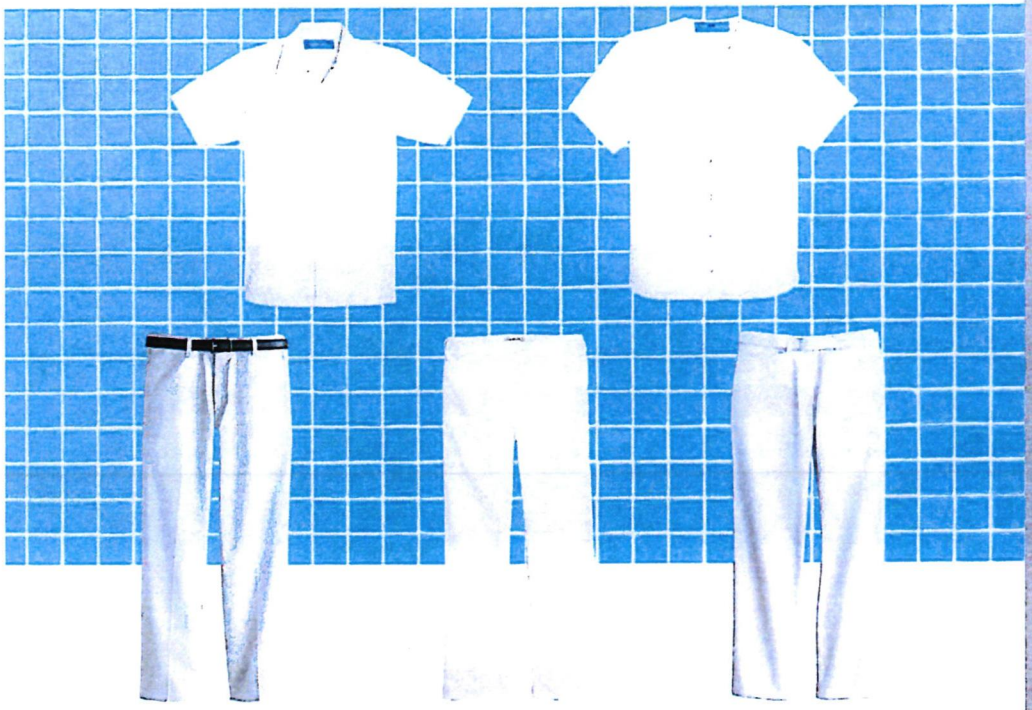
SPECIALTY WORKWEAR

833 Food Processing Shirt
Designed specifically for the food processing industry. Made for easy movement from breathable 65/35 poly / cotton for comfort and neatness, with snap closures and turned back placket. No pocket.

White 00

675 Women's Comfort Collarless Blouse
A comfortable, easy-care blouse cut full and shaped to be worn untucked for freedom of movement. Made from 65/35 poly / cotton with gripper closures, short sleeves and no pockets.

White 00



945 Work Pant
Our classic work pant with a hook-and-eye closure for safety in food processing industry. Constructed from our exclusive poly / cotton Cintas ComfortFLEX® fabric.

White 00

390 Susan Fit® Women's Work Pant
Our Susan Fit® Work Pant has a mid-rise waist and straight-leg fit. Hook-and-eye closure for safety.

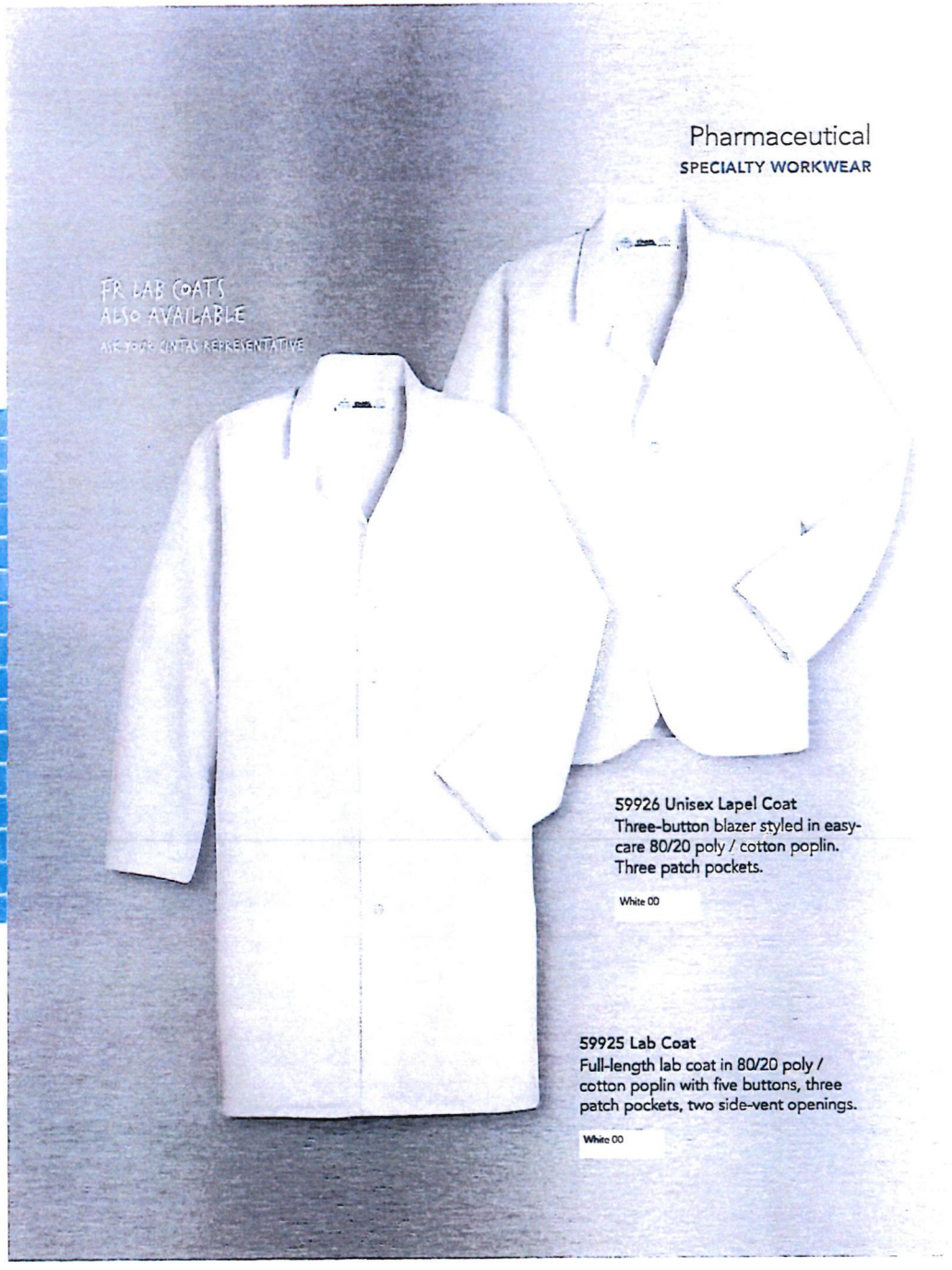
White 00

395 Cathy Fit® Women's Work Pant
This pant has extra room through the hips and thighs and a tapered waistband for comfort. Hook-and-eye closure for safety.

White 00

Pharmaceutical

SPECIALTY WORKWEAR



59926 Unisex Lapel Coat
Three-button blazer styled in easy-care 80/20 poly / cotton poplin. Three patch pockets.

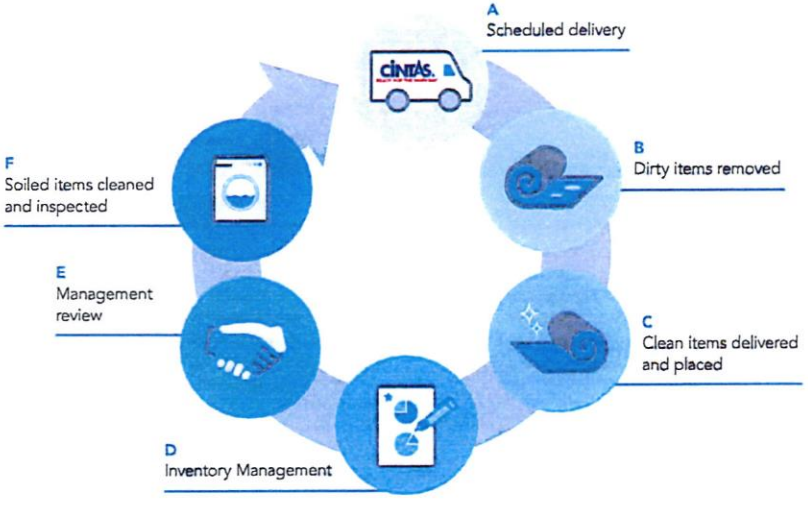
White 00

59925 Lab Coat
Full-length lab coat in 80/20 poly / cotton poplin with five buttons, three patch pockets, two side-vent openings.

White 00

The clean image you want in less time.
Let Cintas help you get Ready for the Workday®.

KEEP YOUR FACILITY LOOKING ITS BEST





Floor Zone

FACILITY SERVICES

80% of dirt is tracked in from the outside (*Institute of Industrial Launderers*), and only 10% is removed from mats when using a vacuum cleaner.



A professional first impression

Save time spent cleaning with mats to capture dirt and water, the proper cleaning tools, and training to clean right the first time.

The proper cleaning tools reduce time changing out dirty mop water.

Rental scraper and carpet mats trap dirt before it enters your building — saving time spent sweeping and mopping floors.

A managed inventory program for microfiber mops eliminates time spent laundering mops and purchasing and storing replacements.

Restroom Zone

FACILITY SERVICES

70% of visitors rank a clean restroom as extremely important.



An exceptionally clean restroom

Save time spent cleaning and stocking while improving the image of your restrooms.

Customizable Cintas Signature Series® dispensers mean no stocking or shopping for essential restroom supplies.

Keep your restrooms fresh and sanitized, your customers happy and your employees focused on work with Cintas UltraClean® service.

Get a tailored schedule that fits your business — we'll manage your restroom supply inventory and service your dispensers.

Kitchen Zone

FACILITY SERVICES

6% or more increased revenue can be achieved with a clean health rating.[1]



Clean, safe and sanitary facilities

Save time by eliminating laundering of towels and aprons and streamlining your inventory and cleaning tasks.

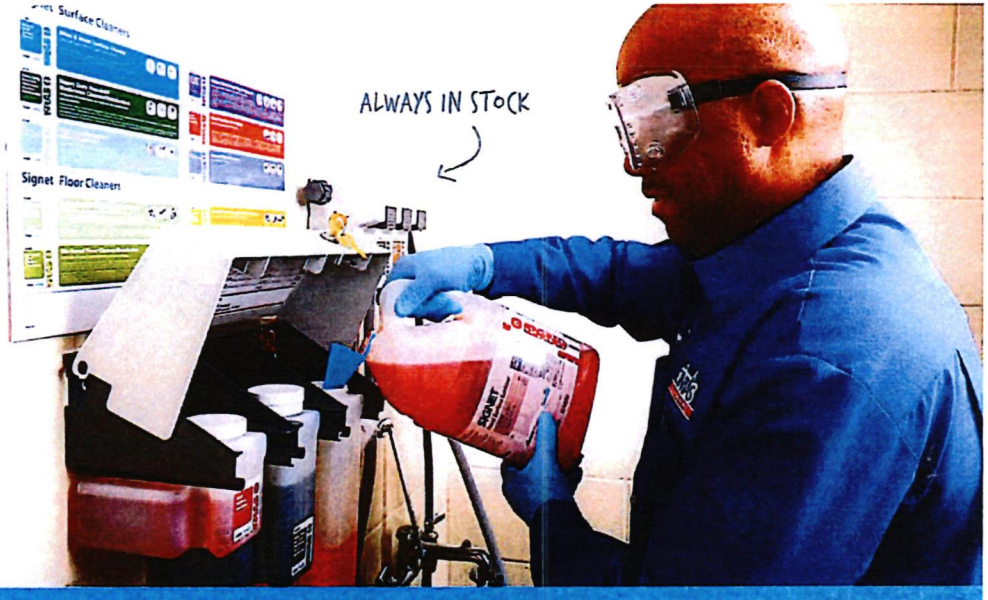
Protect your floors and employees with the easy to clean Cintas Dura-lite Kitchen Mat®.

Keep your kitchen smelling clean and sanitary with drains that flow freely. Avoid time-consuming pump outs and costly emergencies.

Supply Closet

FACILITY SERVICES

30% of chemical usage can be reduced with cleaning chemical dilution systems, versus concentrates.[2]



Save time and money

Save time and money tied up in inventory — let Cintas stock and organize your supply needs.

Quickly pick up spills and perform light cleaning without preparing a traditional mop and bucket.

Easily locate the right cleaning chemicals and save time purchasing, inventorying and diluting them.

Weekly delivery of longer lasting products means your customers won't find empty dispensers, and you will save time refilling them.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AMENDMENT NUMBER ONE (1) TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND CINTAS CORPORATION FOR UNIFORM RENTALS AND LAUNDERING SERVICES – BID NO. 2023-025

This Amendment Number One (1) is entered into by and between the City of Edinburg (hereinafter called **"City"**), and Cintas Corporation., (hereinafter referred to as **"Contractor"**).

RECITALS

WHEREAS, on September 5, 2023 the City of Edinburg entered into an agreement with the Contractor to provide Uniforms Rentals and Laundering Services for Uniform Rental for the City of Edinburg Departments (hereinafter referred to as "Agreement" and attached as Exhibit B); and

WHEREAS, Specifically, it was agreed that the Contractor would provide Uniform Rental and Laundering Services, and or other as needed services as listed attached in exhibit "B"; and

WHEREAS, City and Contractor desire to Amend Agreement to include additional Rental and Laundering Services for the City of Edinburg Departments, as set out in exhibit (A)

NOW, THEREFORE, this Amendment Number One to the Agreement, is hereby amended to provide an additional item (Polyester Reflective Tee Shirt) Uniform Rental and Laundry Services for Uniform Rental for the City of Edinburg Department, as set out in Exhibit "A", attached hereto and made a part hereof.

All other provisions of the Agreement not specifically in conflict with this Amendment, shall remain the same and in full force and effect.

This Amendment Number One (1) to the Agreement is signed below by the duly authorized representative of the parties.

EXECUTED by the parties in duplicate originals on this on this _____ day of _____, 2024.

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY:_____
Clarice Yvette Balderas, City Secretary

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

BY: _____
Josephine Ramirez-Solis

CINTAS CORPORATION

BY:_____
Virginia Schabbing
700 Dawson Rd.
Mercedes, Texas 78570
Phone: (707) 217-3025
Email: schabbingv@cintas.com

Attachments: Exhibit "A" Proposal
Exhibit "B" Master Agreement
Exhibit "C" Certificate Of Insurance

EXHIBIT “A” – PROPOSAL QUOTE

AGREEMENT
BETWEEN CITY OF EDINBURG
AND CINTAS CORPORATION

Agreement Amendment (Uniforms)

The City of Edinburg is adding the following items to their Cintas Rental Program.

Agreement #: 210387207

Item #: X69526

Description: TShirt/HighVis/Lime

Price per Unit: $0.49

Cintas:

Cintas Loc: 538

By: Christopher Villegas

Title: Service Manager

Signature:

GM Signature:

Date: 11/20/24

Customer:

City of Edinburg

Signature:

Print Name: Vince A. Romero

Print Title: Director of Public Works

EXHIBIT “B” – MASTER AGREEMENT

AGREEMENT
BETWEEN CITY OF EDINBURG
AND CINTAS CORPORATION

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND CINTAS CORPORATION FOR UNIFORM RENTALS AND LAUNDERING SERVICES

Contract between the **City of Edinburg** (hereinafter called "City"), and **Cintas Corporation** (herein called "Contractor"), entered into an agreement for uniforms rentals and laundering services for uniform rentals for the City of Edinburg's Departments.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain services in connection therewith; and,

WHEREAS, Contractor represents that it has the knowledge, ability, and personnel to properly provide uniform rental & laundering services needed by the City;

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

City agrees to employ Contractor to provide the following basic services as stated in the following sections and upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

SECTION II
BASIC SERVICES OF CONTRACTOR

The Contractor agrees to perform the work in connection therewith, under the terms of this Agreement and the **Bid 2023-025** Uniform Rental and Laundering Services, and bid forms relating thereto and submitted by contractor all which are and attached as Exhibit "A". This includes uniform rentals and laundering services, at contractor's own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated as in Exhibit "A" Scope of Work.

SECTION III
TIME OF PERFORMANCE

The Contractor shall perform services and provide materials as identified in scope of work in **Bid 2023-025** Uniform Rental and Laundering Services, and bid form relating thereto and submitted by contractor all which are and attached as **Exhibit "A"**. The work shall be completed upon request of the City and during the course of the City's fiscal year 2023-2024, with the City reserving the unilateral right to extend through the City's Fiscal Year 2024-2025, and 2025-2026, with the contract terminating on September 30, 2026. Contractor and City shall not be liable for any delay due to circumstance beyond its control.

SECTION IV
STANDARD OF PERFORMANCE

Contractor warrants to City that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and /or equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not strictly conforming to these requirements may be considered defective.

SECTION V
TERMS OF PAYMENT

City agrees to pay Contractor for services herein contracted for as follows:

A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents and Bid Proposal Form for Bid **2023-025** stated in Exhibit "A" based on **UNIT PRICES.**

B. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in in the form as required by the City. Application for Payment will be processed by each City Department.

C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.

D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change orders before making the changes in accordance with City Code of Ordinance and applicable section of the Texas Local Government Code and Texas Government Code.

E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI
TIME OF COMPLETION

City and the Contractor recognize that time is of the essence of this agreement and that the City may suffer financial loss if the WORK is not completed within the time specified in Section III herein, plus any extensions thereof allowed in accordance with **Bid 2023-025** Uniform Rental and Laundering Services. Accordingly, instead of

requiring any such proof, the City and the Contractor agree that not as a penalty, but as added expense for Engineering/Architectural supervision the Contractor shall pay the City for each day that expires after the time specified in Section III herein the amount corresponding below:

FOR AMOUNT OF CONTRACT	COST PER DAY
$ 5,000.00 to $ 25,000.00	$100.00
$ 25,001.00 to $ 100,000.00	$200.00
$ 100,001.00 to $ 500,000.00	**$250.00**
$ 500,001.00 to $1,000,000.00	$300.00
$1,000,001.00 to $2,000,000.00	$400.00
$2,000,001.00 to $3,000,000.00	$500.00
$3,000,001.00 to $4,000,000.00	$600.00
$4,000,001.00 to $5,000,000.00	$700.00
$5,000,001.00 and over	$800.00

SECTION VII
SCHEDULE REQUIREMENTS

Whenever, in the opinion of City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that

this provision shall not preclude recovery by the Contractor of damages for hindrances or delays due solely to fraud or bad faith on part of the City or his agents.

SECTION X
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract. The Contractor has the right to make any additional tests necessary to assure itself that the site conditions are satisfactory for the work contemplated.

SECTION XI
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII
CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the WORK consist of this Agreement and the following attachments to this Agreement:

- Notice to Bidders
- Addenda
- Instructions to Bidders
- Bid Proposal Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits

There are no Contract Documents other than those listed in this Section XII. The Contract Documents may only be amended by written approved Change Order in accordance with the City's regulations and applicable section of the Texas Local Government Code and Texas Government Code.

SECTION XIII
ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing (10) ten days' written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XV
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

A. Workers Compensation-
In accordance with the State statute

B. Employer's Liability
Bodily Injury by Accident: $100,000 each accident
Bodily Injury by Disease: $100,000 each employee
$500,000 policy limits

C. Comprehensive General Liability
Bodily Injury $250,000 each person
$500,000 each occurrence
Property Damage $100,000 each occurrence
$100,000 aggregate

-or- $500,000 combined single limits

D. Comprehensive Auto Liability
Bodily Injury $250,000 each person
$500,000 each occurrence

Property Damage	$100,000 each occurrence
	$100,000 each aggregate
-or-	$500,000 combined single limits

E. City's Protective Liability

Bodily Injury	$250,000 each person
	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 each aggregate
-or-	$500,000 combined single limits

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The City shall be listed as an additional insured.

Contractor warrants that it is adequately insured and carries liability, workers compensation, and automobile insurance for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

Contractor shall not commence work under this agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

SECTION XVI
TERMINATION OF CONTRACT

In addition to any other terminate clause in this agreement, either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days' written notice and any payment requested shall be made on work completed and/or goods delivered and as provided for in the contract.

SECTION XVII
SEVERABILITY

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XVIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION IXX
NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XX
IDEMNIFICATION

A. Contractor agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent operation of the Contractor, its agents, officers and employees, carried out in furtherance of this agreement.

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this agreement, including any claims related to services.

SECTION XXI
MISCELLANEOUS

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this 5th day of September, 2023.

CITY OF EDINBURG:

BY:.....

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78540
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY:.....

Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:.....

Omar Ochoa, City Attorney

CITY OF EDINBURG, TEXAS

CINTAS CORPORATION

BY:.....

Virginia Schabbing
700 Dawson Rd.
Mercedes, TX 78570
Phone: 707-217-3025
Email: schabbingv@cintas.com

ATTACHMENTS: Exhibit A: Scope of Work
Exhibit B: Certificates of Insurance
Exhibit C: Bid Packet #2023-025 & Bid Proposal

EXHIBIT "A"FOR AGREEMENT BETWEEN CITY OF EDINBURG AND CINTAS CORPORATION NO 2 FOR UNIFORM RENTAL AND LAUNDERING SERVICE

Rental, laundering and upkeep of work uniforms consisting of shirts and pants for the City of Edinburg, hereinafter referred to as the "City" from qualified service providers, hereinafter referred to as the "Contractor." Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed cost for all itemized services deliverables under the terms of this solicitation. The Contractor shall provide new/unused industrial style and professional style uniforms on a rental basis to the various City Departments, and perform laundering, repairs or replacements on an as-needed basis for an estimated 368 employees. The term of this agreement will be for a three (3) year period at firm unit prices, , with the initial contract period commencing from the date of award, with the City reserving the unilateral right to extend the contract for an additional Two (2) years in One (1) year increments, if the performance is satisfactory. The quoted price will remain firm for the contract period. No additional charges will apply for installation of new employees, deliveries, patches, upsizes and alterations.

Uniform Rental and Laundering Cost

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Executive Work Shirt (Long Sleeve)	52	Weekly	$.17	$8.84	
2.)	Executive Work Shirt (Short Sleeve)	52	Weekly	$.17	$8.84	
3.)	Executive Work Pants	52	Weekly	$.17	$8.84	
4.)	Industrial (Mechanics) Work Shirt (Long Sleeve)	52	Weekly	$.15	$7.80	
5.)	Industrial (Mechanics) Work Shirt (Short Sleeve)	52	Weekly	$.15	$7.80	
6.)	Industrial (Mechanics) Work Pants	52	Weekly	$.17	$8.84	
7.)	Industrial (Welders) Work Shirt (Long Sleeve)	52	Weekly	$.52	$27.04	
8.)	Industrial (Welders) Work Pants	52	Weekly	$.47	$24.44	
9.)	Industrial (All Others) Reflective HI-Visibility Button-up Shirt (Long Sleeve)	52	Weekly	$.45	$23.40	
10.)	Industrial (All Others) Reflective HI-Visibility Button-up Shirt (Short Sleeve)	52	Weekly	$.45	$23.40	
11.)	Industrial (All Others) Reflective HI-Visibility Cargo Pants	52	Weekly	$.47	$24.44	
12.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Long Sleeve)	52	Weekly	$.30	$15.60	
13.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Short Sleeve)	52	Weekly	$.30	$15.60	
14.)	Industrial (All Others) Enhanced Visibility Cargo Pants	52	Weekly	$.47	$24.44	
15.)	Traditional Uniform Button-up Shirt (Long Sleeve)	52	Weekly	$.14	$7.28	
16.)	Traditional Uniform Button-up Shirt (Short Sleeve)	52	Weekly	$.14	$7.28	
17.)	Traditional Uniform Cargo Pants	52	Weekly	$.14	$7.28	
18.)	Security Guard Uniform shirt (Long Sleeve)	52	Weekly	$.42	$21.84	
19.)	Security Guard Uniform Shirt (Short Sleeve)	52	Weekly	$.42	$21.84	
20.)	Security Guard Uniform Pants	52	Weekly	$.31	$16.12	

Lump Sum Items

Additional Items	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
Additional Items	Uniform Advantage - Covers damage (optional)	Per Garment	Weekly	$0.05	$2.60	
Additional Items	Prep Advantage - Cover Make Up (optional)	Per Garment	Weekly	$0.03	$1.56	
Additional Items	Emblem Advantage - Covers Emblem Cost (optional)	Per Top	Weekly	$0.02	$1.04	
Additional Items	Service Charge	Per Service Location (13)	Weekly	$4.95	$257.40	

Uniform Replacement Cost

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$21.50	$21.50	
2.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$17.50	$17.50	
3.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$13.50	$13.50	
4.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Executive Wear -	1	EACH	$20.50	$20.50	
5.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Executive Wear -	1	EACH	$16.50	$16.50	
6.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Executive Wear -	1	EACH	$15.50	$15.50	
7.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$18.32	$18.32	

EXHIBIT "A"FOR AGREEMENT BETWEEN CITY OF EDINBURG AND CINTAS CORPORATION NO 2 FOR UNIFORM RENTAL AND LAUNDERING SERVICE Cont.

Uniform Replacement Cost

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
8.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.32	$15.32	
9.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$12.32	$12.32	
10.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Mechanics Industrial - Pants	1	EACH	$18.32	$18.32	
11.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Mechanics Industrial - Pants	1	EACH	$15.32	$15.32	
12.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Mechanics Industrial - Pants	1	EACH	$12.32	$12.32	
13.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$75.00	$75.00	
14.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$65.00	$65.00	
15.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$55.00	$55.00	
16.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Welders Industrial -	1	EACH	$50.00	$50.00	
17.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Welders Industrial -	1	EACH	$40.00	$40.00	
18.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Welders Industrial -	1	EACH	$30.00	$30.00	
19.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$50.00	$50.00	
20.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$30.00	$30.00	
21.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Reflective Hi-Visibility - Pants	1	EACH	$30.00	$30.00	
22.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Reflective Hi-Visibility - Pants	1	EACH	$20.00	$20.00	

EXHIBIT "A"FOR AGREEMENT BETWEEN CITY OF EDINBURG AND CINTAS CORPORATION NO 2 FOR UNIFORM RENTAL AND LAUNDERING SERVICE Cont.

Uniform Replacement Cost

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
23.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Reflective Hi-Visibility - Pants	1	EACH	$10.00	$10.00	
24.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$35.00	$35.00	
25.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
26.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
27.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Enhanced Visibility -	1	EACH	$32.00	$32.00	
28.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Enhanced Visibility -	1	EACH	$22.00	$22.00	
29.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Enhanced Visibility -	1	EACH	$12.00	$12.00	
30.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
31.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$20.00	$20.00	
32.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
33.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Traditional - Pants	1	EACH	$25.00	$25.00	
34.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Traditional - Pants	1	EACH	$20.00	$20.00	
35.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Traditional - Pants	1	EACH	$15.00	$15.00	
36.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
37.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$20.00	$20.00	

EXHIBIT "A"FOR AGREEMENT BETWEEN CITY OF EDINBURG AND CINTAS CORPORATION NO 2 FOR UNIFORM RENTAL AND LAUNDERING SERVICE Cont.

Uniform Replacement Cost

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
38.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
39.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year–Replacement Security Guard-	1	EACH	$25.00	$25.00	
40.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year–Replacement Security Guard-	1	EACH	$20.00	$20.00	
41.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year–Replacement Security Guard-	1	EACH	$15.00	$15.00	
42.)	One-Time Up-Charge for replacement of shirts 2XL, Specify Price Per Shirt		EACH			
43.)	One-Time Up-Charge for replacement of shirts 3XL, Specify Price Per Shirt		EACH			
44.)	One-Time Up-Charge for replacement of shirts 4XL, Specify Price Per Shirt		EACH			
45.)	One-Time Up-Charge for replacement of shirts 5XL, Specify Price Per Shirt		EACH			
46.)	One-Time Up-Charge for replacement of Pant sizes 42 or larger		EACH			
47.)	Cost Difference (+/-) for female Employee Uniform Shirt and Pants		EACH			

Estimated Quantities are approximate and may increase or decrease depending on availability of funds and are subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding. The Contractor will be awarded on a unit price only.

LOGO EXHIBIT



"EXHIBIT B" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND CINTAS CORPORATION FOR UNIFORM RENTALS AND LAUNDERING SERVICES

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/16/2023

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

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

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. c/o Aon Client Services 4 Overlook Point Lincolnshire IL 60069 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cintas Corporation and its Subsidiaries 6800 Cintas Blvd PO Box 625737 Cincinnati OH 45262 USA	INSURER A: Liberty Insurance Corporation	42404
	INSURER B: Liberty Mutual Fire Ins Co	23035
	INSURER C: LM Insurance Corporation	33600
	INSURER D: Westchester Fire Insurance Company	10030
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570100104046 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			TB2651004227093	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY Comp/Coll $0 Ded.			AS7-651-004227-073 AOS	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10,000			G22035277018	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA565D004227103 WC5651004227123	07/01/2023 07/01/2023	07/01/2024 07/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $2,000,000 $2,000,000 $2,000,000

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

Evidence of Coverage.

Certificate No : 570100104046

CERTIFICATE HOLDER

Cintas Corporaton and its Subsidiaries
PO Box 625737
Cincinnati OH 45262 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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EVIDENCE OF COVERAGE	Policy Term 07-01-2023 to 07-01-2024

This Evidence of Coverage is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Evidence of Coverage. This Evidence of Coverage does not amend, extend or alter the coverage described below. This Evidence of Coverage may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Evidence of Coverage without the consent of Aon is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Evidence of Coverage via www.AonLine.Aon.com. The information contained herein is as of the date referred to above. Aon shall be under no obligation to update such information.

ADDITIONAL INFORMATION

GENERAL LIABILITY

ADDITIONAL INSURED WORDING:
YOU are included as an Additional Insured on the General Liability policy where required by written contract executed prior to loss, but only for the limits agreed to in such contract or the limits of insurance of this policy, whichever is less.

WAIVER OF SUBROGATION WORDING:
Waiver of Subrogation applies in favor of YOU on the General Liability policy where required by written contract and only to the extent granted in that contract.

AUTOMOBILE LIABILITY

ADDITIONAL INSURED WORDING:
YOU are included as an Additional Insured on the Automobile Liability policy with regard to any leased vehicle where their interests may appear.

PHYSICAL DAMAGE COVERAGE:
The Named Insured assumes all Liability for Physical Damage.

WORKERS' COMPENSATION

WAIVER OF SUBROGATION:
Waiver of Subrogation Applies in favor of YOU on the Workers' Compensation policy with regard to work performed under a written contract that requires such an agreement and only to the extent granted in that contract.

The existence of more than one insured, Additional Insured or other interests shall not serve to increase the limits of liability of the policy.

The Company hereby authorizes Aon Risk Services of Ohio Inc. to issue certificates of insurance, or to display Evidence of Coverage, including any Mortgagee or Loss Payee clauses consistent with the foregoing.

The Evidence of Coverage of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

"EXHIBIT C" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND CINTAS CORPORATION FOR UNIFORM RENTALS AND LAUNDERING SERVICES

REQUEST FOR BIDS

2023-025

UNIFORM RENTAL AND LAUNDRY SERVICES

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: July 14, 2023

DEADLINE FOR QUESTIONS: July 24, 2023

RESPONSE DEADLINE: August 1, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR BIDS

Uniform Rental and Laundry Services

I. Introduction .....

II. Legal Notice .....

III. Instructions, Terms and Conditions .....

IV. Specifications .....

V. Vendor Questionnaire .....

VI. Pricing Proposal .....

Attachments:

A - Agreement Sample

B - Exhibit A

1. INTRODUCTION

1.1. Summary

The City of Edinburg is currently accepting sealed bids for the Uniform Rental and Laundry Services.

1.2. Background

Uniform Rental, Laundry, and delivery services for 411 employees within City Departments.

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	July 14, 2023

Pre-Proposal Meeting (Non-Mandatory)	July 21, 2023, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/87972183641?pwd=QmFmUHZCM1JLakhmMTRldHJDeGNCUT09 Meeting ID: 879 7218 3641 Passcode: 736521 One tap mobile +13462487799,,87972183641#,,,,*736521# US (Houston) +17193594580,,87972183641#,,,,*736521# US Dial by your location • +1 346 248 7799 US (Houston) • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 669 444 9171 US • +1 669 900 9128 US (San Jose) • +1 689 278 1000 US • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 558 8656 US (New York) • +1 646 931 3860 US Meeting ID: 879 7218 3641 Passcode: 736521 Find your local number: https://cityofedinburg.zoom.us/u/kb8mdtjJkW
Question Submission Deadline	July 24, 2023, 5:00pm
Proposal Submission Deadline	August 1, 2023, 3:00pm

2. LEGAL NOTICE

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Uniform Rental and Laundry Services

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, August 1, 2023.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78541 at 3:00 pm, Tuesday, August 1, 2023.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2023-025" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions o require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, July 24, 2023

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. INSTRUCTIONS, TERMS AND CONDITIONS

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Uniform Rental and Laundry Services

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic:https://procurement.opengov.com/portal/cityofedinburg

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

Bids CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Uniform Rental and Laundry Services as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all City contracts of $15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. SPECIFICATIONS

4.1. GENERAL CONDITIONS AND MINIMUM SPECIFICATIONS UNIFORM RENTAL AND LAUNDTY SERVICES

PROPOSALS FROM PERSONS OR FIRMS NOT GENERALLY ENGAGED IN THE UNIFORM RENTAL AND LAUNDRY SERVICES BUSINESS WILL NOT BE CONSIDERED.

A. The City shall enter into a 36-month service contract with the successful bidder.

B. The Contract shall be awarded for a period of (3) three years from the date of award of the contract ("Initial Contract Period").

C. The Bid will be awarded to the lowest responsible bidder meeting specifications.

D. The City reserves the right to award this bid on a "Per Item" basis.

E. The successful vendor shall assume responsibility for the satisfactory performance of the product (s) delivered.

F. See Exhibit A in the Attachments Section for the City of Edinburg Logo

4.2. GENERAL SCOPE

- This specification establishes the minimum requirements for rental, laundry and upkeep of work uniforms consisting of shirts and pants for the City of Edinburg, hereinafter referred to as the "City" from qualified service providers, hereinafter referred to as the "Contractor." Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed cost for all itemized services deliverables under the terms of this solicitation.

- The Contractor shall provide new industrial style and professional style uniforms on a rental basis to the various City Departments, and perform laundry services, repairs or replacements on an as-needed basis for an estimated 368 employees.

- Use of City of Edinburg LOGO(S) - The successful contractor shall be granted during the contract period a non-exclusive, non- transferable, non-sublicensable license to use City Logos (Exhibit A) solely for performing its obligations under the awarded service contract.

- Term – The term of this agreement will be for a three (3) year period at firm unit prices, commencing from the date of award. The quoted price will remain firm for the contract period. No charges will apply for installation of new employees, deliveries, and alterations.

- Interim Extension of Performance - If it is determined that interim performance is required to allow for the solicitation and award of a new contract, the City may unilaterally extend the contract for a maximum period of up to six months. Current pricing, delivery and all other terms and conditions of the contract must apply during this interim period.

- Contract Term - Bidders are advised that for purposes of this project, the City of Edinburg intends to award a "Service Contract" for a period of three (3) years from date of award of contract ("Initial Contract Period"). Successful Bidder(s) shall be expected to hold their bid prices firm for the duration of the initial contract period. The City reserves the unilateral right to extend the contract for an additional two (2) years in one (1) year increments, if the performance of the successful Bidder/Vendor is satisfactory.

4.3. PERFORMANCE REQUIREMENTS

Each City employee shall be issued Eleven (11) sets of "NEW/UNUSED" uniforms consisting of eleven (11) shirts and eleven (11) pairs of pants at the commencement of the contract.

- As a part of the initial distribution, each employee will either be measured for proper fit or allowed to try on samples of the exact style of shirt and pants to be furnished. The shirts are to be a poly/cotton blend shirt and pants that meet The City Departments style and color requirement. Pricing for different shirt and pant options should be reflected in Bid Tab.

- Contractor shall successfully schedule and take City employee measurements and note their preference of long or short sleeves, and type of pant, etc., at approximately four (5) designated City Offices within ten (10) days of notification of award and Agreement/Contract in place and executed.

- Contractor is responsible for proper size fitting at the original installation. The complete inventory of uniforms shall be installed no later than 30 days from acceptance of agreement/contract.

- All garments remain the property of the Contractor. The City will pay for any lost or damaged garments that are not normal wear and tear, and merchandise at a pro-rated rate per shirt and per pants. (Refer to the Pricing Proposal). Any new employee shall be fitted for uniforms within 5 business after notice from the City is received for a new employee fitting and shall receive the uniform items no later than 15 days from the day of fitting. Any new employees starting the service after the program has been in operation sixty (60) days or more will not receive new uniforms. Uniform(s) furnished shall match the general appearance and condition of those worn by the other employees until the end of the contract period. The City of Edinburg will have the final say in determining whether the furnished uniforms is/are comparable and/or acceptable.

- At no charge, a patch bearing The "City of Edinburg" logo, (Exhibit A) shall appear on the front of each shirt- left chest, with a separate, matching Patch bearing the employee's first name on the other side- right chest.

- Initial delivery of uniforms, including standard alterations (e.g., pant leg length) to ensure proper fit, to the City Offices is required within four (4) calendar weeks after the measurements of employees have been taken. Earlier deliver is acceptable to and encouraged by the City.

- After the initial sizing and delivery of the uniforms, new City Staff or Staff requiring a change in size/style will be measured and fitted during delivery times. Garments shall be delivered to the City Field Offices within three (3) weeks of the visit, unless of non-standard size which shall be delivered within eight (8) weeks. Non-Standard sizes are:
  - Shirts: 5XL and above shirts with 36" sleeves or longer or shirts with extended tails.
  - Pants: 50" waist or higher and 36" in-seam or greater.
- Contractor shall provide standard alterations and repairs to uniforms as needed, at no additional cost to the City. This includes but not limited to, missing buttons, loose patches and broken zippers. City Staff will make arrangements for the Contractor to visit City facility's during normal working hours to measure for alterations or to drop off garments requiring repair. City Staff will mark or tag the garment(s) in a way to be mutually agreed by both City and Contractor. Altered or repaired garments shall be delivered to the City's Offices within fifteen (15) business days of the request.

- Contractor shall mend, alter or replace said garments to the extent necessitated by normal wear and tear, based on normal industry standards at no cost.

- Garments exhibiting the following will deemed unpresentable (holes, tears, rips, missing buttons, loose or missing patches or name tags) and will be returned to the contractor for either repair or replacement. Any garments with jagged tears on a shirt or pants shall render the garment "beyond repair" and shall be fully replaced at the pro-rated rate. The City reserves the right to make the final determination as to whether a uniform is unpresentable, damaged or worn to the degree it requires repair, alteration, additional cleaning and or replacement; those garments will be sent to the contractor for replacement at no cost to the City and shall be replaced within 14 days of our notice.

- Garments that cannot be repaired or are worn out shall be replaced with uniforms matching the general appearance and condition of those worn by the other employees until the end of the contract period. They shall be replaced within 15 days of the City's notice.

- Uniforms shall be available in the sizes, colors, and styles as identified on this spec and on the bid sheet.

- The City will notify the Contractor, in writing/email, of employees who are no longer with the City. The City will return the uniforms to the Contractor within fifteen (15) business days of notification. The Contractor shall cease charging the City within two (2) business days of notification.

- Inventory of Uniforms: It shall be the responsibility of the vendor/contractor to conduct an Inventory of all employee(s) uniforms to establish that all Employees have the right number of uniforms. The Inventory must be conducted at the end of year 1 and 2, and 3 months prior to the expiration of the contract. A report shall be provided to each of the City of Edinburg Departments outlining contractor's findings; the report shall also be provided to the City's Finance Department. Only missing/lost and negligent damage beyond repair caused by the City of Edinburg shall be listed in the report. Replacement costs shall be determined on the basis of a 3-year life expectancy/potential use of a uniform. (i.e.: if a "new" uniform is damaged beyond repair by a City of Edinburg employee during the second (2nd) year into the contract period, a prorated cost for the ensuing third (3rd) year shall be calculated, not the cost of a new uniform. (Refer to the Pricing Proposal). In addition, the contractor shall be expected to furnish replacement uniform(s) that match the general appearance and condition of those being worn by other employees for the remainder of the contract period. The City of Edinburg will have the final say in determining whether the replacement uniform(s) is/are comparable and/or acceptable.

- Cost of Female Uniforms: Bidders are advised they are to submit in Pricing Proposal

- Replacement of uniforms: The successful contractor shall be responsible to replace uniforms that have been previously put in place if City of Edinburg employee(s) drop or gain less than/more than one size up or down at no additional cost to the City.

- If the employee(s) drop or gain less than/more than two size up or down, a One-Time Replacement Up-Charge will be applicable for larger pant and/or shirt sizes as described on Bid Tab. Up-Charges shall not apply to new hires.

- At a minimum on a quarterly basis, the Contractor Representative will meet with the City's Representatives to discuss any issues or concerns, unless an earlier meeting is deemed necessary.

4.4. MATERIAL REQUIREMENTS

Uniforms shall be made available in men's and women's or unisex styles and sizes.

Shirts shall be available in long and short sleeve. Offered makes/models of uniforms shall meet or exceed the specifications below, as determined by the City. Shirts shall be readily available and include, but are not limited, to the following:

- **Executive Shirts**
  - Oxford Shirt
  - Shirts shall be a washable permanent press fabric of 60% Cotton and 40% Poly.
  - Color: To be determined but may have a combination
  - Collars shall be lined with collar stays of button down collars.
  - Shirts shall have button fronts
  - Option of short or long sleeve or combination, employee choice.
  - Shirts shall have one front pocket
  - Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
  - All points of stress shall be bar tacked

- **Executive Pants**
  - Trousers shall be a washable, permanent press fabric of 65% polyester and 35% cotton.
  - Color: To be determined but may have a combination
  - Shall have pockets on front and rear.
  - Pants shall have no cuffs.
  - Pants shall have zippered fly. The zipper shall be heavy duty brass and capable of withstanding a minimum of 100 commercial launderings.

- Belt loops shall be wide enough to accommodate 2 ¼" belts.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
- All points of stress shall be bar tacked, with particular attention to belt loops and pockets

- **Industrial Work Shirts (Mechanics)**
  - Shirts shall be minimum 65% polyester and 35% cotton permanent press for others.
  - Color : Grey
  - Collars shall be lined with color stays or button down collar.
  - Shirts shall have button fronts.
  - Option of short or long sleeve or combination, employee choice.
  - Shirts shall have two pockets, with button and buttonhole on both pockets.
  - Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
  - All points of stress shall be bar tacked.
- **Industrial Work Pant (Mechanics)**
  - Trousers shall be a minimum of 65% polyester and 35% cotton for others.
  - Color: Charcoal
  - Pants shall have pockets on the front and rear.
  - Pants shall have no cuffs.
  - Pants shall have zippered fly. The zipper shall be heavy duty brass and capable of withstanding a minimum of 100 commercial launderings.
  - Belt loops shall be wide enough to accommodate 2 ¼" belts.
  - All fabric edges shall be overstitched, serged or chemically sealed.
  - Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
  - All points of stress shall be bar tacked, with particular attention to belt loops and pockets.
- **Industrial Uniform Shirt (Welders)**Enhanced Armorex FR Flame Resistant button-up work shirt Unifirst model #09TC with an ATPV minimum rating of 9.1, PPE 2 or City approved equal, with the following construction: Must comply with NFPA 70E and NFPA 2012.
  - 7.0 oz. TECASAFE PLUS

- Color: Khaki
- Button front closure;
- Long Shirttail
- Stitched-down front facings;
- Two button through chest pockets (desired: one with pencil stall), reinforced stitching, the appropriate City insignia patch sewn or embroidered on one pocket, and a name badge (first and last name) shall be sewn on the opposite side;
- Short and long sleeve availability;
- Sizes: Small through 5X at a minimum with up to 36" sleeve length on long sleeved shirts;
- Sizes shall be marked on the inside of collar or on the front shirttail and shall include, but is not limited to, the manufacturer's name, style, and barcode

- **Industrial Uniform Pants (Welders)**Enhanced Armorex FR Flame Resistant work pant. Unifirst model #10Ts with an ATPV minimum rating of 10.2, PPE 2 or City approved equal, with the following construction: Must comply with NFPA 70E and NFPA 2012.
  - 8.5 oz. TECASAFE PLUS
  - Color: Navy
-
  - Construction of pants shall be bar-tacked at stress points with extra tacking at base of fly. Inseams and out-seams shall be serged with safety stitching. Pants shall maintain leg creases and crisp appearance after numerous washings and have safety stitching to increase comfort by eliminating rough edges and unraveling;
  - Heavy-duty brass ratcheting zipper, button closures, and belt loops;
  - Pockets: two slack-style front pockets; two back pockets;
  - Waist up to 56" length up to 35"
  - Sizes shall be marked on the inside of waist band and shall include, but is not limited to, the manufacturer's name, style, and barcode.
- **Industrial Uniforms Pants (All Others)**Enhanced High Visibility Cargo Pants, or City approved alternate, with the following construction:
  - 100% cotton or 65/35% poly/cotton twill, minimum 7.5 oz. twill, industrial type construction;
  - Durable press finish;

- Color: Navy
- Construction of pants shall be bar-tacked at stress points with extra tacking at base of fly. Inseams and out-seams shall be serged with safety stitching. Pants shall maintain leg creases and crisp appearance after numerous washings and have safety stitching to increase comfort by eliminating rough edges and unraveling;
- Heavy-duty brass ratcheting zipper, button closures, and belt loops;
- Stain resistant;
- Pockets: two front pockets; two back patch pockets with spade flaps and snap closures; two pleated cargo pockets with flaps and concealed snap closure;
- Enhanced visibility trim around the knees and calves; 3M Scotchlite 2" reflective material 9920 silver industrial (with and without)
- Waist up to 52" length up to 35"
- Sizes shall be marked on the inside of collar or on the front shirttail and shall include, but is not limited to, the manufacturer's name, style, and barcode.

- **Enhanced Visibility Work Shirt**Enhanced Visibility button-up work shirt Unifirst model #013B and 023B (Long and Short Sleeve) or City approved equal, with the following construction:
  - Minimum 65 Polyester 35 Cotton Blend, with stain release and moisture control;
  - Color: Grey/Orange/Navy
  - 3M Scotchlite reflective stripping material Silver over Orange industrial; on front, back and sleeves;
  - Button front closure;
  - Stitched-down front facings;
  - Two button through chest pockets (desired: one with pencil stall), reinforced stitching, the appropriate City insignia patch sewn or embroidered on one pocket, and a name badge (first and last name) shall be sewn on the opposite side;
  - Short and long sleeve availability;
  - Sizes: Small through 5X at a minimum with up to 36" sleeve length on long sleeved shirts;
  - Sizes shall be marked on the inside of collar or on the front shirttail and shall include, but is not limited to, the manufacturer's name, style, and barcode
- **Enhance Visibility Work Pants**Enhance Visibility work Pants, Unifirst Model 123B, or City approved alternate, with the following construction:

- 100% cotton or 65/35% poly/cotton blend, minimum 8.5 oz. twill, industrial type construction;
- Color: Charcoal/ Orange
- 3M Scotchlite reflective stripping material Silver over Orange industrial; on legs;
- Durable press finish;
- Construction of pants shall be bar-tacked at stress points with extra tacking at base of fly. Inseams and out-seams shall be serged with safety stitching. Pants shall maintain leg creases and crisp appearance after numerous washings and have safety stitching to increase comfort by eliminating rough edges and unraveling;
- Heavy-duty brass ratcheting zipper, button closures, and belt loops;
- Stain resistant;
- Pockets: two slack-style front pockets; two back pockets;
- Waist up to 56" length up to 35"
- Sizes shall be marked on the inside of collar or on the front shirttail and shall include, but is not limited to, the manufacturer's name, style, and barcode.

- **Traditional Uniform Shirts**
  - 100% cotton or 65/35% poly/cotton blend, minimum 8.5 oz. twill, industrial type construction;
  - Color: To be determined but may have a combination
  - Collars shall be lined with collar stays of button down collars.
  - Shirts shall have button fronts
  - City Logo Patch, and Name Patch
  - Option of short or long sleeve or combination, employee choice.
  - Shirts shall have one front pocket
  - Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
  - All points of stress shall be bar tacked
- **Security Guard Shirts**
  - Oxford Shirt
  - Shirts shall be a washable permanent press fabric of 60% Cotton and 40% Poly.
  - Color: To be determined but may have a combination

- Collars shall be lined with collar stays of button down collars
- Shirts shall have button fronts
- City Logo Patch, Name Patch, and Park Ranger/Security Guard Patch
- Option of short or long sleeve or combination, employee choice
- Shirts shall have one front pocket
- Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
- All points of stress shall be bar tacked

- **Security Guard Pants**
  - Trousers shall be a washable, permanent press fabric of 65% polyester and 35% cotton.
  - Color: To be determined but may have a combination
  - Shall have pockets on front and rear.
  - Pants shall have no cuffs.
  - Pants shall have zippered fly. The zipper shall be heavy duty brass and capable of withstanding a minimum of 100 commercial launderings.
  - Belt loops shall be wide enough to accommodate 2 ¼" belts.
  - All fabric edges shall be overstitched, serged or chemically sealed.
  - Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
  - All points of shall be bar tacked, with particular attention to belt loops and pockets
- **Patches**
  - Iron on and/or sewn on patches are acceptable.
  - There will be one patch on the left side above the pocket to identify the name of the department.
  - There will be one patch on the right side to read employees first name, initial, and last name; also identify title/rank if applicable.

4.5. SAMPLE AND INSPECTION

The Contractor shall include with their bid submittal descriptive literature for each item offered. Failure to provide samples or descriptive literature within the deadline may result in rejection of the bid.

The Contractor shall include with their bid submittal written certification regarding cloth type, manufacturer, material weight of the product offered, and country of origin.

The Contractor shall provide one (1) sample of each different garment for evaluation within ten (10) business days of request, at no additional cost to the City. The samples submitted by the successful Contractor shall become the property of the City and will be retained as quality control samples throughout the term of the contract.

The City reserves the right to schedule an inspection visit at the Contractor's local presence at any time prior to award or during the contract term.

4.6. PICKUP AND DELIVERY

The City and the successful bidder shall mutually agree upon which days(s) of the week the vendor shall pickup and deliver the uniforms. The vendor understands there are 13 delivery/pickup locations. Pickup and delivery will be made between the hours of 8:00 AM and 5:00 PM at the following locations:

Ebony Golf Course

300 W. Palm Drive

Edinburg, Texas 78541

Park Shop

1231 N. Doolittle Rd.

Edinburg, Texas 78541

Los Lagos Golf Club

1720 S. Raul Longoria Road

Edinburg, Texas 78541

ROW Division

1201 N. Doolittle Road

Edinburg, Texas 78541

Airport

1300 E. FM 490

Edinburg, Texas 78542

Municipal Park

1717 S. Doolittle Road

Edinburg, Texas 78541

Streets

1201 N. Doolittle Road

Edinburg, Texas 78541

Utilities/Water Plant

1752 S. Mon Mack Road

Edinburg, Texas 78539

Solid Waste Management

8601 N. Jasman Road

Edinburg, Texas 78541

Utilities/Wastewater Treatment

1202 N. "M" Road

Edinburg, Texas 78541

Utilities/Systems

1201 N. Doolittle Road

Edinburg, Texas 78541

World Birding Center

714 S. Raul Longoria Road

Edinburg, Texas 78541

Engineering Division

City Hall 2nd Floor

415 W. University Dr.

Edinburg, Texas 78541

Building Maintenance Department

123 E. Palm Dr.

Edinburg, Texas 78539

"The successful Bidder will provide a route schedule for each department between the hours of 8:00 am - 4:00 pm, Monday through Friday, which will be approved by the respective department."

4.7. General Terms and Conditions

A. Termination of Contract - In the event that the conditions or provisions of the agreement and/or contract are not met by the vendor, or other conditions are violated, or if service becomes unsatisfactory, the City of Edinburg may, after thirty (30) days written notice to the vendor, terminate this agreement and/or contract.

B. Unsatisfactory Service – In the event that the City of Edinburg receives deliveries of unsatisfactory service that are not quickly and routinely corrected, the Vendor shall have fifteen (15) business days from the receipt of written notice to resolve said problems. If said problem is not resolved by the Vendor, the City of Edinburg may then terminate this agreement for nonperformance with thirty (30) day written notice.

C. Billing - The City of Edinburg is to be billed on a monthly basis. The billing statement is to include the first and last name of the employee, the employee's department, the number of uniforms serviced, and the total charge for each employee. NOTE: Departments are to be listed individually (kept separate). Employees who have left employment or employees out on vacation, sick leave or workers comp leave for more than two weeks, are to be removed from the billing and delivery of uniforms discontinued, with no additional charges incurred. An original invoice must accompany each delivery. The number of uniforms must be confirmed by authorized personnel; accuracy of the count will be confirmed by authorized personnel signing the delivery invoice.

D. Other Conditions - The servicing of personal clothing will not be substituted for uniforms, under any circumstances. Violations of this condition; is sufficient grounds to terminate the agreement and/or contract.

E. Uniform Sets - The successful bidder shall begin the agreement period by furnishing eleven (11) uniform sets per employee which must consist of eleven (11) long or short sleeve shirts and eleven (11) pants, five (5) clean uniforms shall be delivered per week, five (5) uniforms picked up per week + 1 uniform that the employee will be wearing on the day of pickup/delivery = eleven (11) uniforms per employee.

F. Garment Specifications – Garments initially provided to the City shall be new and unused. All garments provided shall be "NEW" and free from defect upon commencement of contract, any uniforms added 60 days after the commencement of the contract will not be new but shall match the general appearance and condition of those worn by the other employees until the end of the contract period.

VII. Implementation Schedule - The successful bidder shall establish a schedule, approved by the City to individually measure all employees at

their specified locations. Measurements for the shirts shall include the sleeve length, neck size, chest size, and waist length. Measurements

for the pants shall include the waistline, inseam length and hip, if necessary, to assure a proper fit in the hips/seat area. Each department

will specify the color combinations at the time of fitting.

VIII. Laundering Services shall require a Weekly Turn In – City employees shall turn in worn uniforms weekly for pickup by Vendor for laundering.

Vendor shall return the same number of laundered uniform as the uniforms which were turned in by each employee.

IX. Service Cancellation – The City may cancel service for any employee(s) at any time without a monetary penalty being imposed by the

vendor. Upon cancellation, all uniforms will be turned in to the vendor. If there is a shortage, the City will make restitution. Cost of

replacement shall be determined by the replacement charge unit price of the contract.

X. Garment Control – A complete listing of garments picked up each week along with a complete listing of rental garments delivered shall be

supplied and initialed by City Staff. Such listing must be supplied in a timely manner so that any discrepancy may be checked. The City will

be the sole judge of whether the information supplied is timely. All garments will be delivered in an accountable manner on individual

hangers and marked at the time of delivery with the employee's first and last name and department. Successful bidder shall account for

uniforms picked up and delivered by providing accurate count on invoice.

XI. Additional Charges – Charges not identified on the pricing sheets of this agreement such as service charges for specific departments or any

other additional charges will not be honored by the City and should be included in the unit price.

4.8. Special Instructions

Commodity shall be quoted on the basis of FOB: Destination, freight inclusive of quote price Bidder shall include in their firm fixed price quoted all miscellaneous costs to be incurred. Failure to provide all required information and any exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid or may result in quote being disqualified.

5. VENDOR QUESTIONNAIRE

5.1. Required Forms

5.1.1. *Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.1.2. *The successful Bidder will provide a route schedule for each department between the hours of 8:00 am - 4:00 pm, Monday through Friday, which will be approved by the respective department.**

☐ Please confirm

*Response required

5.1.3. *Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

5.1.4. *Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

5.1.5. *Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

5.1.6. *Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

*Response required

5.1.7. *Please fill out and sign Senate Bill 19 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

*Response required

5.1.8. *Please fill out and sign the Non-Collusion Affidavit and upload here**

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

5.1.9. *Please fill out and sign the Conflict of Interest form and upload here**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

*Response required

*5.1.10. If awarded the 1295 form will need to be provided.**

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.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

☐ Please confirm

*Response required

6. PRICING PROPOSAL

UNIFORM RENTAL & LAUNDRY SERVICES - STYLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Executive Work Shirt (Long Sleeve)	52	Weekly			
2.)	Executive Work Shirt (Short Sleeve)	52	Weekly			
3.)	Executive Work Pants	52	Weekly			
4.)	Industrial (Mechanics) Work Shirt (Long Sleeve)	52	Weekly			
5.)	Industrial (Mechanics) Work Shirt (Short Sleeve)	52	Weekly			
6.)	Industrial (Mechanics) Work Pants	52	Weekly			
7.)	Industrial (Welders) Work Shirt (Long Sleeve)	52	Weekly			
8.)	Industrial (Welders) Work Pants	52	Weekly			
9.)	Industrial (All Others) Reflective Hi-Visibility Button-up Shirt (Long Sleeve)	52	Weekly			
10.)	Industrial (All Others) Reflective Hi-Visibility Button-up Shirt (Short Sleeve)	52	Weekly			
11.)	Industrial (All Others) Reflective Hi-Visibility Cargo Pants	52	Weekly			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
12.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Long Sleeve)	52	Weekly			
13.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Short Sleeve)	52	Weekly			
14.)	Industrial (All Others) Enhanced Visibility Cargo Pants	52	Weekly			
15.)	Traditional Uniform Button-up Shirt (Long Sleeve)	52	Weekly			
16.)	Traditional Uniform Button-up Shirt (Short Sleeve)	52	Weekly			
17.)	Traditional Uniform Cargo Pants	52	Weekly			
18.)	Security Guard Uniform shirt (Long Sleeve)	52	Weekly			
19.)	Security Guard Uniform Shirt (Short Sleeve)	52	Weekly			
20.	Security Guard Uniform Pants	52	Weekly			
TOTAL						

UNIFORM RENTAL & LAUNDRY SERVICES - LUMPS SUM ITEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Initial Set up fee, including fitting, sizing, and uniform construction for all uniform types.	1	EACH			
2.)	Environmental Surcharges, If Applicable	1	EACH			
3.)	Weekly Delivery Charges, If Applicable	1	EACH			
TOTAL						

UNIFORM RENTAL & LAUNDRY SERVICES - UNIFORM REPLACEMENT COST

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
2.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
3.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
4.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Executive Wear - Pants	1	EACH			
5.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Executive Wear - Pants	1	EACH			
6.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Executive Wear - Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
7.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
8.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
9.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
10.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Mechanics Industrial - Pants	1	EACH			
11.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Mechanics Industrial - Pants	1	EACH			
12.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Mechanics Industrial - Pants	1	EACH			
13.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
15.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
16.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH			
17.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
18.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH			
19.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
20.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
21.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Reflective Hi-Visibility - Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
22.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Reflective Hi-Visibility - Pants	1	EACH			
23.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Reflective Hi-Visibility - Pants	1	EACH			
24.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
25.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
26.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
27.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Enhanced Visibility - Pants	1	EACH			
28.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Enhanced Visibility - Pants	1	EACH			
29.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Enhanced Visibility - Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
30.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
31.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
32.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
33.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Traditional - Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
34.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Traditional - Pants	1	EACH			
35.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Traditional - Pants	1	EACH			
36.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
37.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
38.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH			
39.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Security Guard- Pants	1	EACH			
40.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Security Guard- Pants	1	EACH			
41.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Security Guard- Pants	1	EACH			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
42.)	One-Time Up-Charge for replacement of shirts 2XL , Specify Price Per Shirt	1	EACH			
43.)	One-Time Up-Charge for replacement of shirts 3XL , Specify Price Per Shirt	1	EACH			
44.)	One-Time Up-Charge for replacement of shirts 4XL , Specify Price Per Shirt	1	EACH			
45.)	One-Time Up-Charge for replacement of shirts 5XL , Specify Price Per Shirt	1	EACH			
46.)	One-Time Up-Charge for replacement of Pant sizes 42 or larger	1	EACH			
47.)	Cost Difference (+/-) for female Employee Uniform Shirt and Pants	1	EACH			
TOTAL						

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

NTB-ITEMS No. 2023-025

Uniform Rental and Laundry Services

RESPONSE DEADLINE: August 1, 2023 at 3:00 pm

Report Generated: Monday, August 28, 2023

Cintas Proposal

CONTACT INFORMATION

Company:
Cintas

Email:
schabbingv@cintas.com

Contact:
Virginia Schabbing

Address:
700 Dawson Rd
Mercedes, TX 78570

Phone:
N/A

Website:
N/A

Submission Date:
Aug 1, 2023 1:44 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Pass

Please attach the insurance certificate

COI_23-24_EOC_5M.pdf

THE SUCCESSFUL BIDDER WILL PROVIDE A ROUTE SCHEDULE FOR EACH DEPARTMENT BETWEEN THE HOURS OF 8:00 AM - 4:00 PM, MONDAY THROUGH FRIDAY, WHICH WILL BE APPROVED BY THE RESPECTIVE DEPARTMENT.*
Pass

Confirmed

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

General_Questionnaire_City_of_Edinburg_Bid_Packet_Docs.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

City_of_Edinburg_Conflict_of_Interest_Signed.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

- HOUSE_BILL_89_VERIFICATION.pdf

City_of_Edinburg_Bid_89.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_13_VERIFICATION...

City_of_Edinburg_Bid_Bill13.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*
Pass

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- SENATE_BILL_19_VERIFICATION...

City_of_Edinburg_Bid_Packet_Bill_19.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*
Pass

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- CITY_OF_EDINBURG_NONCOLLUSI...

non_collusion_signed.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/forms/conflict/ .

City_of_Edinburg_Form1295.pdfSigned_CIQ.pdfEdinburg_-PRICING_UNIFORM_RENTAL_and_LAUNDRY_SERVICES_-_STYLE.xlsxVirtual_Look_Book.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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.

For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/.

Confirmed

PRICE TABLES

UNIFORM RENTAL & LAUNDRY SERVICES - STYLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Executive Work Shirt (Long Sleeve)	52	Weekly	$0.17	$8.84	
2.)	Executive Work Shirt (Short Sleeve)	52	Weekly	$0.17	$8.84	
3.)	Executive Work Pants	52	Weekly	$0.17	$8.84	
4.)	Industrial (Mechanics) Work Shirt (Long Sleeve)	52	Weekly	$0.15	$7.80	
5.)	Industrial (Mechanics) Work Shirt (Short Sleeve)	52	Weekly	$0.15	$7.80	
6.)	Industrial (Mechanics) Work Pants	52	Weekly	$0.17	$8.84	
7.)	Industrial (Welders) Work Shirt (Long Sleeve)	52	Weekly	$0.52	$27.04	
8.)	Industrial (Welders) Work Pants	52	Weekly	$0.47	$24.44	
9.)	Industrial (All Others) Reflective Hi-Visibility Button-up Shirt (Long Sleeve)	52	Weekly	$0.45	$23.40	
10.)	Industrial (All Others) Reflective Hi-Visibility Button-up Shirt (Short Sleeve)	52	Weekly	$0.45	$23.40	
11.)	Industrial (All Others) Reflective Hi-Visibility Cargo Pants	52	Weekly	$0.47	$24.44	
12.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Long Sleeve)	52	Weekly	$0.30	$15.60	
13.)	Industrial (All Others) Enhanced Visibility Button-up Shirt (Short Sleeve)	52	Weekly	$0.30	$15.60	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
14.)	Industrial (All Others) Enhanced Visibility Cargo Pants	52	Weekly	$0.47	$24.44	
15.)	Traditional Uniform Button-up Shirt (Long Sleeve)	52	Weekly	$0.14	$7.28	
16.)	Traditional Uniform Button-up Shirt (Short Sleeve)	52	Weekly	$0.14	$7.28	
17.)	Traditional Uniform Cargo Pants	52	Weekly	$0.14	$7.28	
18.)	Security Guard Uniform shirt (Long Sleeve)	52	Weekly	$0.42	$21.84	
19.)	Security Guard Uniform Shirt (Short Sleeve)	52	Weekly	$0.42	$21.84	
20.	Security Guard Uniform Pants	52	Weekly	$0.31	$16.12	
TOTAL					$310.96	

UNIFORM RENTAL & LAUNDRY SERVICES - LUMPS SUM ITEMS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Initial Set up fee, including fitting, sizing, and uniform construction for all uniform types.		EACH	No Bid	No Bid	X
2.)	Environmental Surcharges, If Applicable		EACH	No Bid	No Bid	X
3.)	Weekly Delivery Charges, If Applicable	1	EACH	$4.95	$4.95	
TOTAL					$4.95	

UNIFORM RENTAL & LAUNDRY SERVICES - UNIFORM REPLACEMENT COST

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$21.50	$21.50	
2.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$17.50	$17.50	
3.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year – Executive Wear - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$13.50	$13.50	
4.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Executive Wear - Pants	1	EACH	$20.50	$20.50	
5.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Executive Wear - Pants	1	EACH	$16.50	$16.50	
6.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Executive Wear - Pants	1	EACH	$15.50	$15.50	
7.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$18.32	$18.32	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
8.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.32	$15.32	
9.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Mechanics Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$12.32	$12.32	
10.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Mechanics Industrial - Pants	1	EACH	$18.32	$18.32	
11.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Mechanics Industrial - Pants	1	EACH	$15.32	$15.32	
12.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Mechanics Industrial - Pants	1	EACH	$12.32	$12.32	
13.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$75.00	$75.00	
14.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$65.00	$65.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
15.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Welders Industrial - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$55.00	$55.00	
16.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH	$50.00	$50.00	
17.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH	$40.00	$40.00	
18.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Welders Industrial - Pants	1	EACH	$30.00	$30.00	
19.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$50.00	$50.00	
20.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Reflective Hi-Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$30.00	$30.00	
21.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Reflective Hi-Visibility - Pants	1	EACH	$30.00	$30.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
22.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Reflective Hi-Visibility - Pants	1	EACH	$20.00	$20.00	
23.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Reflective Hi-Visibility - Pants	1	EACH	$10.00	$10.00	
24.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$35.00	$35.00	
25.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
26.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Enhanced Visibility - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
27.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Enhanced Visibility - Pants	1	EACH	$32.00	$32.00	
28.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Enhanced Visibility - Pants	1	EACH	$22.00	$22.00	
29.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Enhanced Visibility - Pants	1	EACH	$12.00	$12.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
30.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
31.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$20.00	$20.00	
32.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Traditional - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
33.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Traditional - Pants	1	EACH	$25.00	$25.00	
34.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Traditional - Pants	1	EACH	$20.00	$20.00	
35.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Traditional - Pants	1	EACH	$15.00	$15.00	
36.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$25.00	$25.00	
37.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$20.00	$20.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
38.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Security Guard - Shirt (Long Sleeve or Short Sleeve)	1	EACH	$15.00	$15.00	
39.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 1st year– Replacement Security Guard- Pants	1	EACH	$25.00	$25.00	
40.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 2nd year– Replacement Security Guard- Pants	1	EACH	$20.00	$20.00	
41.)	Missing/Lost or Negligent Damage beyond repair to uniforms (As caused by the City) prorated replacement cost within the 3rd year– Replacement Security Guard- Pants	1	EACH	$15.00	$15.00	
42.)	One-Time Up-Charge for replacement of shirts 2XL , Specify Price Per Shirt		EACH	No Bid	No Bid	X
43.)	One-Time Up-Charge for replacement of shirts 3XL , Specify Price Per Shirt		EACH	No Bid	No Bid	X
44.)	One-Time Up-Charge for replacement of shirts 4XL , Specify Price Per Shirt		EACH	No Bid	No Bid	X
45.)	One-Time Up-Charge for replacement of shirts 5XL , Specify Price Per Shirt		EACH	No Bid	No Bid	X
46.)	One-Time Up-Charge for replacement of Pant sizes 42 or larger		EACH	No Bid	No Bid	X
47.)	Cost Difference (+/-) for female Employee Uniform Shirt and Pants		EACH	No Bid	No Bid	X

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
TOTAL					$1,032.92	

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Cintas Corporation No 2
(Full, correct legal name)

- Address: 700 Dawson Rd, Mercedes, TX 78570
- Telephone/Fax: 956-825-0079
- Email address: schabbingv@cintas.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

3.

Yes____ No✓

3. Is your Company authorized and/or licensed to do business in Texas?
Yes✓ No____

4. Where is the Company's corporate headquarters located? Mason, OH

5. a. Does the Company have an office located in Edinburg, Texas?

4.

Yes____ No✓

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

_____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No✓

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Virginia Schabbing
Address: 700 Dawson Rd, Mercedes, TX 78570
Telephone: 707-217-3025
Fax: _____
Email: schabbingv@cintas.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (✓).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (✓)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
NA

CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☑ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

8/1/2023

Company/Vendor Name:

Cintas

Printed Name and Title:

Virginia Schabbing - Major Account Manager

Authorized Signatory:

Virginia Schabbing

HOUSE BILL 89 VERIFICATION

I, Virginia Schabbing, the undersigned representative of

Cintas, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Virginia Schabbing

SIGNATURE OF COMPANY REPRESENTATIVE:

Virginia Schabbing - Major Account Manager

TYPE/PRINT NAME AND TITLE:

8/01/2023

DATE:

SENATE BILL 13 VERIFICATION

I, Virginia Schabbing, the undersigned representative of

Cintas, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Virginia Schabbing

SIGNATURE OF COMPANY REPRESENTATIVE:

Virginia Schabbing - Major Account Manager

TYPE/PRINT NAME AND TITLE:

8/01/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Virginia Schabbing, the undersigned representative of

Cintas, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

CITY OF ~~EDINBURG~~ Flower Mound **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF ~~HIDALGO~~ Denton

Virginia Schabbing being first duly sworn, deposes and says that: *(Name)* Todd Schneider

(1) He is President of Cintas (Company), the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Virginia Schabbing

Title Major Account Manager

Subscribed and sworn to me this 1st day of August 2023.

By: Jessica Byson

Notary Public

JESSICA BYSON
Notary Public, State of Texas
Comm. Expires 04-14-2027
Notary ID 134307310

My commission expires 4/14/2027

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1053208

Date Filed:
07/31/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cintas
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Edinburg

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2023-025
Uniform Rental and Laundry Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Virginia Schabbing, and my date of birth is 02/25/1988.

My address is 4324 Lauren Way (street), Flower Mound (city), TX (state), 75028 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 31st day of July (month), 20 23 (year).

Virginia Schabbing
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NA

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NA

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Virginia Schelbeing

Signature of vendor doing business with the governmental entity

8/1/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

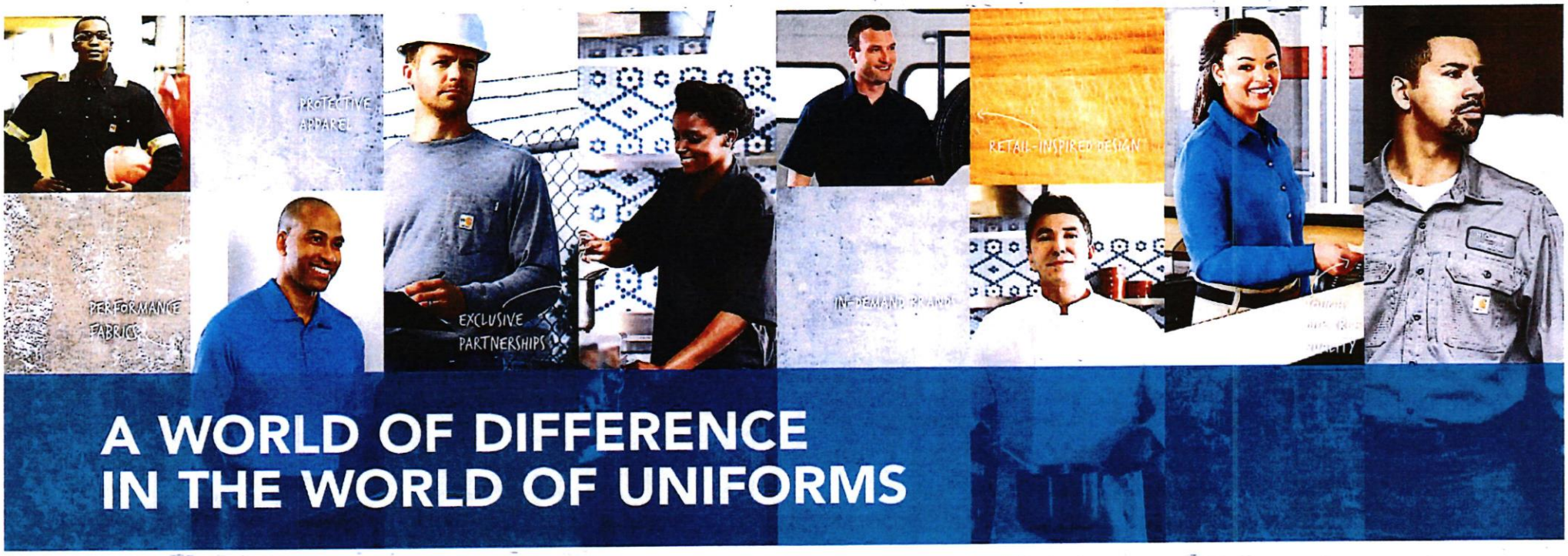
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



A WORLD OF DIFFERENCE IN THE WORLD OF UNIFORMS

Uniform Rental Look Book

CINTAS®
READY FOR THE WORKDAY®



Sharp styles for customer-facing employees

Get a retail-inspired look with the convenience of a Uniform Rental Program

HIGH IMAGE WORKWEAR

Employees with direct customer contact are the face of your business. With every customer interaction, they are representing your brand and the impression they make will shape how your public thinks of your business.

Help your employees make a great first impression with our high-image rental line, designed specifically for employees with direct customer contact. Featuring wrinkle-free technology, performance fabrics and retail-inspired design, your employees will be looking great from the first customer contact of the day to the last.



Carhartt® rental workwear — exclusively from Cintas

Get the brand your employees want to wear with the convenience of a Uniform Rental Program

THE CARHARTT DIFFERENCE

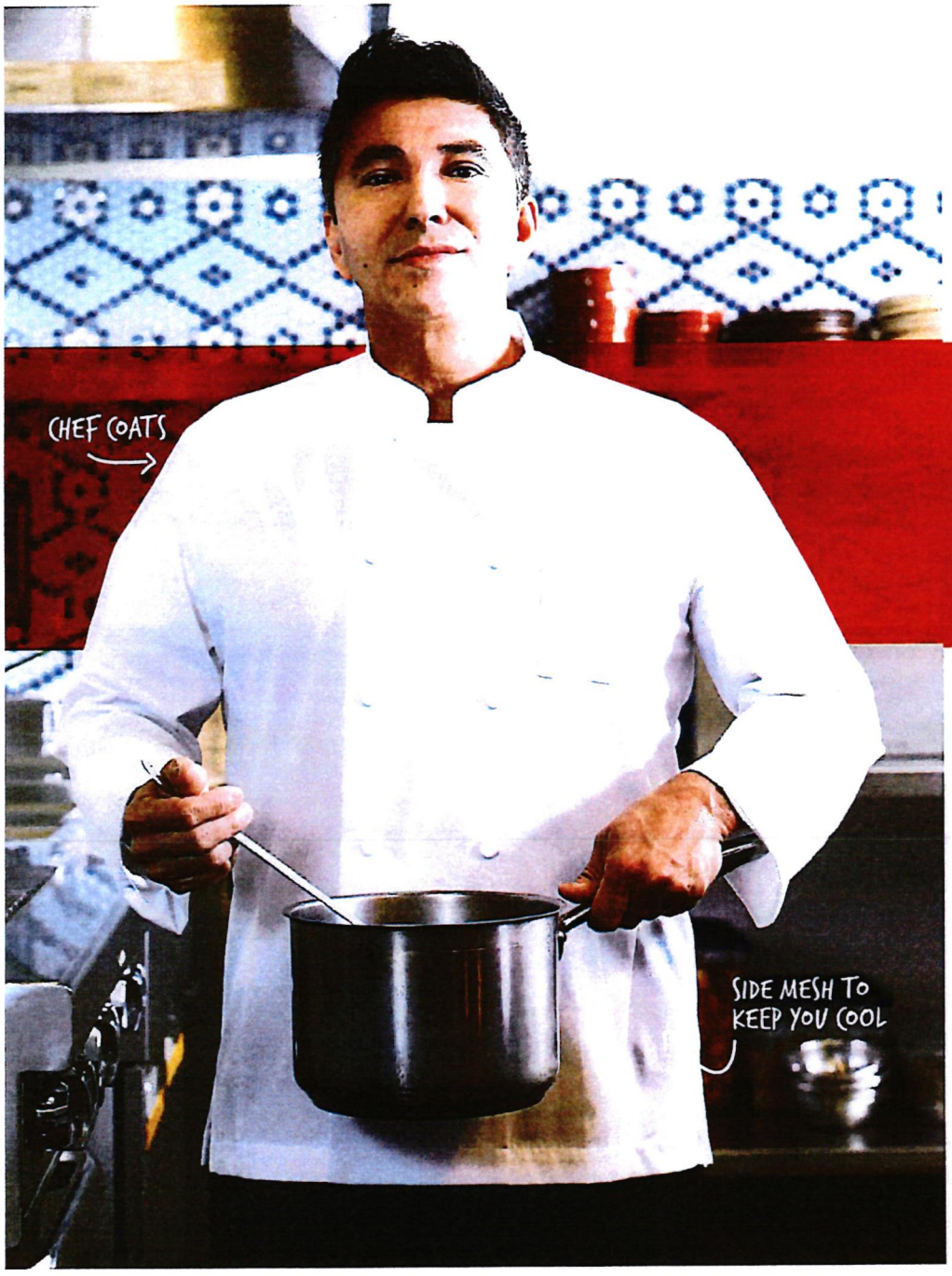
It's a safe bet that your employees know Carhartt®. They may even have some in their closets at home. Over the years, Carhartt® has built a reputation for quality, durability and performance and has become a household name in workwear.

Now you can outfit your employees in genuine Carhartt® workwear and enjoy the convenience and consistency of a Uniform Rental Program — only from Cintas. See why our customers love our Carhartt® rental line — featuring durable work shirt options, rugged jeans and work pants, and even outerwear.

Need Flame Resistant Clothing? No problem — our Carhartt® line includes a range of protective apparel.

carhartt

RENTAL WORKWEAR ONLY FROM CINTAS.



Chef Works® Rental Culinary Apparel — exclusively from Cintas

Stay cool when the kitchen heats up and deliver your next culinary masterpiece in style

CHEF WORKS®
MAKES IT CUTTING EDGE

We get it — you're busy. And with everything on your plate, the last thing you need to worry about is what the line cooks are wearing to work.

Fortunately you can get the premier brand in culinary apparel — Chef Works® — in a managed program provided exclusively by Cintas.

That means Cintas will deliver your fresh culinary apparel each week, pick up the dirty for cleaning, handle new employees and size changes, all for no upfront cost.

Focus on the food and let us do the laundry.

Chef Works
RENTAL CULINARY APPAREL EXCLUSIVELY FROM CINTAS.

How Cintas Uniform Rental Works

UNIFORM RENTAL

Never had a rental program? We'll break it down for you.

- You'll get a dedicated Cintas representative and a set number of garments for each employee.
- Each week, your representative will pick up your dirty garments to be washed, dried and finished.
- We will inspect, repair, replace and change size at no additional charge.*
- We return your clean garments and pick up last week's garments to be cleaned.

* [illegible]

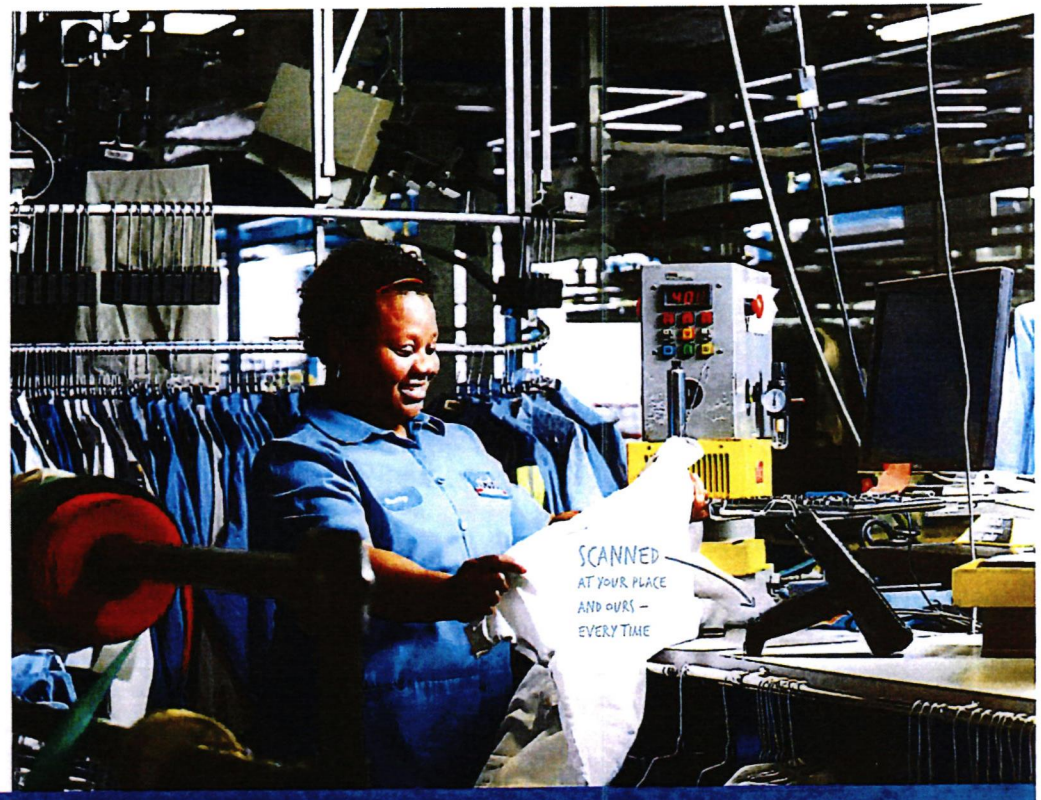
Why rent uniforms?

81% of Americans would be more likely to trust a home service professional wearing a uniform.[1]

70% of your customers feel that uniforms make your employees look neater and more professional.[2]

60% of your prospects feel that uniforms make your workers appear better trained and proud of their company.[2]

[illegible]



The TruCount™ Inventory Management System

TruCount

ACCURATE TRACKING OF YOUR UNIFORMS THROUGHOUT THE SERVICE PROCESS

With our TruCount™ Inventory Management System, every garment is scanned so we know, and you know, exactly where your garments are at all times. It's communication, accountability and reliability delivered to you weekly by your Cintas Service Sales Representative.

On-site scanning so you know what each employee turned in before we leave your premises.

Every garment. Every visit. Every time. It's not just a claim. We really do scan every garment every time we visit.

Every visit, we'll provide a report showing the exact number of garments scanned in, by wearer.

Work Shirts

WORK SHIRTS

WRINKLE-FREE TECHNOLOGY
ONLY FROM CINTAS



Blue Microcheck 27 | Gray Microcheck 36

273 Wrinkle-Free Shirt

The perfect shirt for employees with direct customer contact. Featuring the same patented technology that keeps top executives looking sharp all day long, the Wrinkle-Free Shirt will keep your employees looking as good from the first customer of the day to the last.



935 The Comfort Shirt®

Our classic work shirt — The Comfort Shirt® is designed for year-round wear and constructed from Cintas ComfortFLEX®, breathable 65/35 poly / cotton blend. Available in long and short sleeve.

White 00 | Light Gray 30 | Dark Blue 19 | Navy 20 | Charcoal 30 | Burgundy 16 | Tan Micro 43 | Light Blue Micro 27 | Hunter Green Micro 21 | Navy/Blue Slate Micro 22 | Gray Microcheck 36 | Light Gray 30



330 Cotton Work Shirt

This comfortable work shirt is made from 100% durable-press cotton twill in a substantial 6 oz. weight. Designed for utility and freedom of movement, it features two hex-shaped, button-through front pockets and a pencil stall. Available in short and long sleeve.

Light Gray 30 | Navy 20



374 Men's Executive Oxford

A classic button-down dress shirt. Non-iron and wrinkle resistant. Long sleeves have adjustable cuff buttons. Back box pleat and double yoke with button-down collars and left chest pocket. Available in long and short sleeve.

White 00 | Blue/White 22

Carhartt® Work Shirts

WORK SHIRTS



NEW

396 Carhartt® Rugged Flex® Work Shirt

Our newest Carhartt® rental shirt offering is loaded with premium features you can't get anywhere else. Stretch ripstop fabric provides an unprecedented level of mobility for a rental work shirt. Mesh venting in the back helps keep you cool on the job. Keep track of everything you need with multiple utility pockets — including a vertical zipper cell phone pocket.

Khaki 82 | Light Grey 30
Dark Blue 19 | Navy 20

carhartt

RENTAL WORKWEAR ONLY FROM CINTAS.



384 Carhartt® Tradesman Work Shirt

The Tradesman Work Shirt features double stitched construction for unmatched durability. This shirt truly gives you the toughness of Carhartt® with the convenience of Cintas uniform rental.

Khaki 82 | Dark Blue 19



NEW **278 Carhartt® Shop Tee**

Carhartt's #1 selling retail style is now available in a uniform rental program! This 100% cotton classic features the durable construction you'd expect from Carhartt with the comfort and functionality of a pocket tee.

Navy 20 | Heather Grey 33

Polos and T-shirts

WORK SHIRTS



Performance Polos

The first work shirt designed like a workout shirt. Advanced technology keeps wearers cool, dry and comfortable on any job — indoors or out. It resists snags, fading, staining, and even hides dirt and sweat, to present a spotless image for your company.

Item 275:

Item 299:

Item 259: White 00

WOMEN'S PERFORMANCE POLOS ALSO AVAILABLE



259 Performance Pocket Polos

Performance fabric to keep the wearer cool, comfortable and dry on the job with the added utility of a chest pocket.



NEW 75293 Performance T-shirt

The first rental pocket t-shirt made with performance stretch fabric to keep wearers cool and comfortable on the job. Perfect for outdoor jobs.

Women's Shirts

WORK SHIRTS



66273 Women's Wrinkle-Free Shirt
Now your female employees can have the same comfort and great wrinkle-free look that's available in our men's shirt.

Blue Microcheck 27 | Black 35



66528 Women's Executive Oxford
The women's version of our classic button-down dress shirt, designed for comfort and style with its contoured fit and shaped hemline. Available in short and long sleeve.

White 00 | Light Blue 83 | French Blue 27



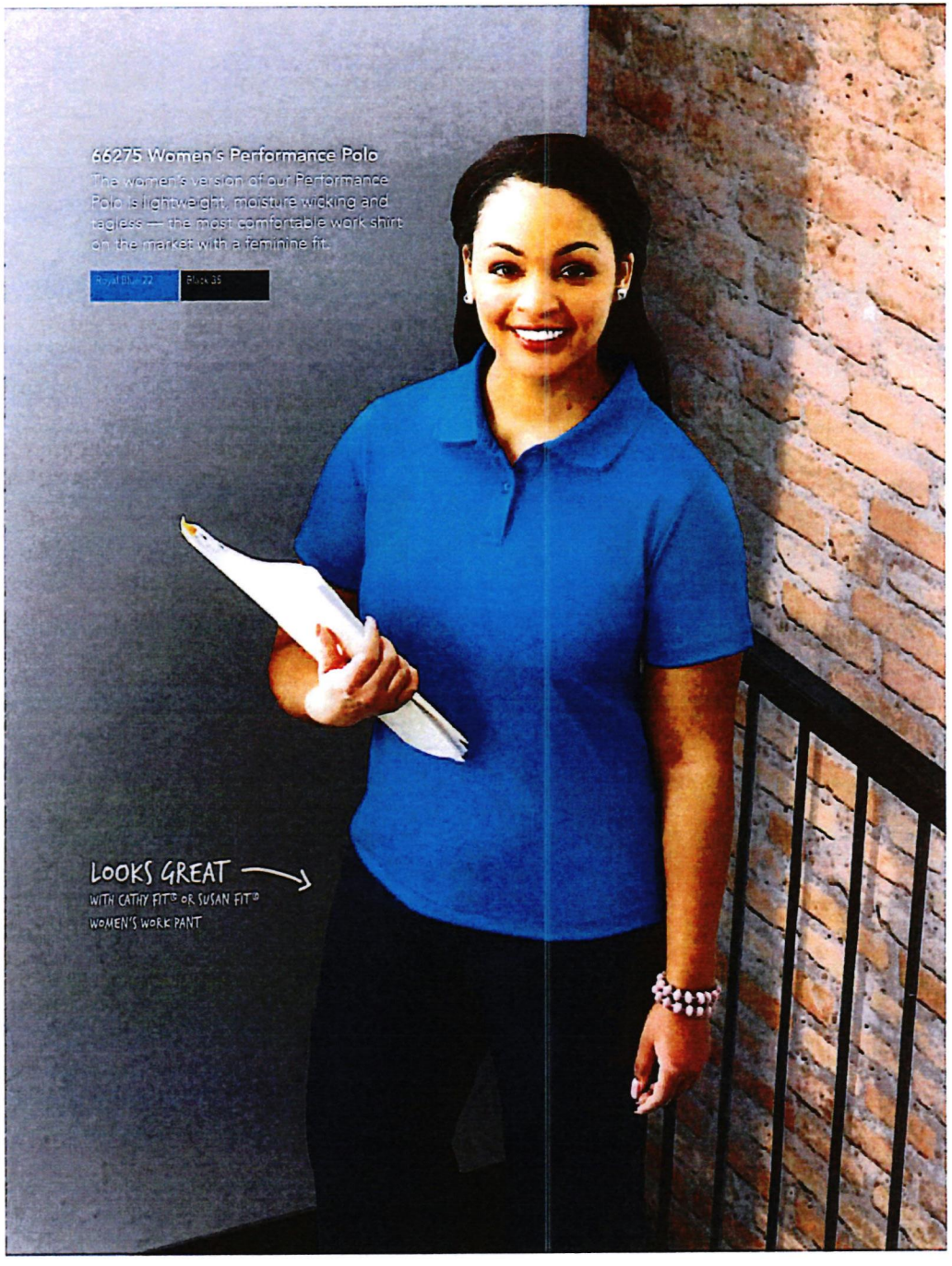
271 Women's Comfort Shirt
Designed for comfort with its contour fit and shaped hemline, this work shirt is great for female employees.

Dark Blue 19 | Smoke 32



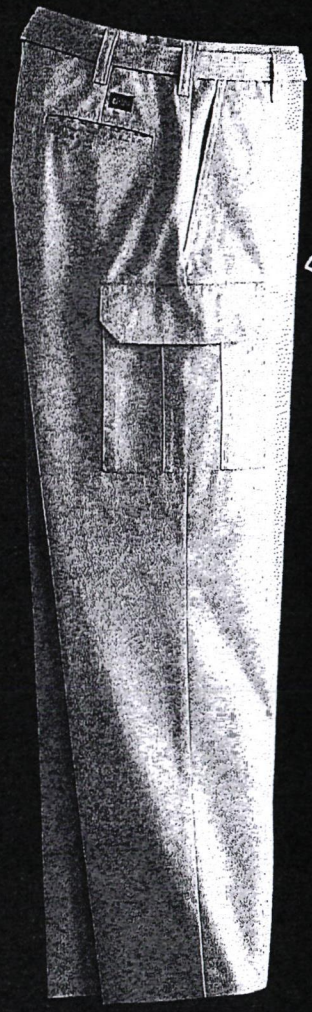
205 Women's Comfort Shirt with Pocket
Our classic women's work shirt with two additional front pockets for storage and functionality. A favorite for jobs that require the use of tools.

Dark Blue 19 | Smoke 32 | Light Blue Microcheck 27



Work Pants

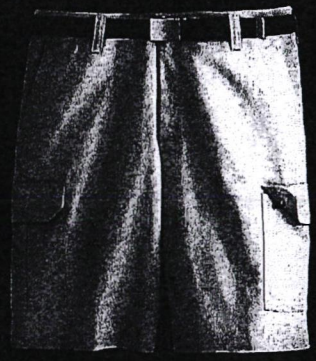
WORK PANTS



ALWAYS BE READY
KEEP WHAT YOU NEED CLOSE AT HAND

270 Cargo Pant
Our work pants with cargo pockets for added storage. Extra room in the hips, waist and thighs for comfort.

Khaki 62 | Navy 20
Charcoal 33 | Black 35



370 Cargo Short
A warm-weather workhorse designed with a generous retail-inspired fit. Comfortable, durable and provides a sharp appearance.

Khaki 62 | Navy 20



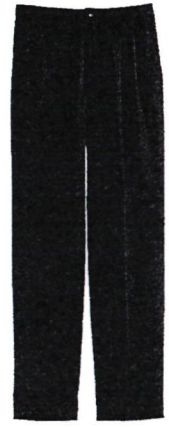
945 Comfort Pant®
Our classic pants are constructed from our exclusive 65/35 poly / cotton ComfortFLEX® fabric to keep your employees comfortable and looking professional.

White 00 | Khaki 62
Spruce Green 40 | Charcoal 33
Navy 20 | Black 35



340 Cotton Work Pant
Designed for comfort and made from 100% durable-press cotton, with quarter-top front pockets and two hip pockets.

Navy 20 | Charcoal 33



865 The Comfort Pant® Pleated Front
Front pleats and crisp creases for a dressier, professional look.

Khaki 62 | Navy 20
Black 35 | Charcoal 33

Carhartt® Work Pants

WORK PANTS



383 Carhartt® Work Dungaree

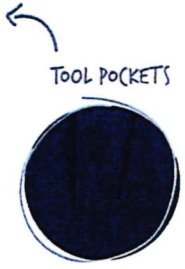
A Carhartt® classic — the Work Dungaree gives you room to work comfortably. Built tough with multiple tool pockets, reinforced back pockets and leg openings that accommodate work boots.

Carhartt Brown 51 | Navy 20

carhartt.

RENTAL WORKWEAR ONLY FROM CINTAS.





NEW

RUGGED FLEX

74533 Carhartt® Rugged Flex® Work Pant

Built to move with you 24-7 the new Carhartt® Rugged Flex® Work Pant is made of durable stretch ripstop fabric for comfort through all of the bending, crouching, reaching — whatever the workday brings. Useful features like a tool shelf pocket and vertical zipper side pocket make this pant a great addition to any uniform program.

Charcoal 30 | Navy 20

Jeans

WORK PANTS

carhartt



NEW

386 Carhartt® Rugged Flex® Jean
Our most modern work jean — the Carhartt Rugged Flex® Jean features a closer-to-the-body fit that still gives you room to move. Stretch fabric construction gives this jean the extra give you need for whatever climbing, reaching or bending your workday brings.

Denim B5

381 Carhartt® 5-Pocket Jean
This durable 5-Pocket Jean has a relaxed fit through the seat and thigh and sits just below the natural waist for added comfort and movement. Two reinforced back pockets.

Denim B3

382 Carhartt® Carpenter Jean
The denim Carpenter Jean is truly Carhartt® tough with generous room through the seat and thighs, multiple tool pockets, two reinforced back pockets and leg openings that accommodate work boots.

Denim B3

394 Cintas Jean
Our Cintas Jean is made of 100% cotton with a retail-inspired design for comfort and durability on the job.

Denim B3

Women's Pants

WORK PANTS



390 Susan Fit® Work Pant
Our Susan Fit® Work Pant has a mid-rise waist and straight-leg fit that keeps your employees comfortable and looking professional.

White 00 | Khaki 62 | Navy 20
Charcoal 33 | Black 35

ALSO AVAILABLE:IN SELECT COLORS:

389 Susan Fit® Cargo Pant



395 Cathy Fit® Work Pant
This stylish work pant with extra room through the hips and thighs features a tapered midrise waistband for comfort.

White 00 | Khaki 62 | Navy 20
Charcoal 33 | Black 35

ALSO AVAILABLE IN SELECT COLORS:

389 Cathy Fit® Cargo Pant



Jackets

OUTERWEAR



NEW **361 Softshell Jacket**
Our newest jacket option is perfect for all kinds of weather and great for layering. The fleece lining keeps the wearer warm while the stretch fabric allows for extra movement in the shoulders and back.

Navy 20 | Black 35

970 Lined Service Jacket
Classic cold-weather jacket made from 65/35 poly / cotton midweight twill. Warm quilted perma-lining. Front pockets and left arm pencil pockets.

Navy 20 | Charcoal 35

376 Carhartt® Active Jacket
This classic Active Jacket is made with 100% cotton sandstone duck and has a quilted flannel lining for ultimate warmth in the harshest conditions.

Carhartt Brown 51 | Navy 20

carhartt

NEW **378 Carhartt® Tradesman Jacket**
A great new outerwear option from Carhartt® that features durable construction and is designed for maximum movement in the shoulders and back.

Carhartt Brown 51 | Navy 20



366 High Image Jacket
The 65/35 poly / cotton poplin shell of this deluxe jacket stands up to hard use. Features include a storm flap, stand-up collar with contrasting trim, inside chest pocket, pencil pocket in left sleeve, 2-button cuffs and elastic waist.

Navy 20 | Black 35



677 Perma-Lined Sport Jacket
Fully-lined, knit collar, cuffs and waistband. Inside chest pocket and slash front pockets.

Navy 20

Flame Resistant Shirts

SAFETY WORKWEAR



INTRODUCING OUR MOST COMFORTABLE FR SHIRT

Over half a million workers get their Flame Resistant Clothing (FRC) from Cintas — making Cintas the most trusted source for FRC apparel in North America.

With unparalleled service and diverse options, our FRC products — including our exclusive line of Carhartt® FR Rental Garments — are engineered to be more durable, more comfortable and lighter than any other garments of their type.

NEW

392 Carhartt® FeatherWeight FR Shirt

The most comfortable rental FR shirt available. Made with lightweight fabric with moisture wicking properties to help keep you comfortable throughout the day. Keep track of everything you need with double chest pockets and stay looking professional all day long with a button down collar. Made of lightweight 5.3 oz. 74% meta-aramid / 20% modacrylic / 5% para-aramid / 1% anti-stat fabric.

ATPV 9.5 | ARC 2 | UL 2112 Certified

Gray 31 | Navy 20

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and / or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the Flame Resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and / or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

FR carhartt

Rental FR Workwear Only from CINTAS.



297 Carhartt® FR Long Sleeve T-Shirt

Features rib knit crew collar and cuffs and reinforced shoulder for added durability. Lightweight 6.7 oz. 45% modacrylic / 35% cellulosic / 20% aramid fabric provides protection and comfort.

ATPV 8.2 | ARC 2 | ASTM 1506 | UL 2112 Certified

Heather Gray 31

347 Carhartt® Dual Hazard FR Work Shirt

Engineered with inherently flame resistant fibers, this lightweight 6.5 oz. 48% tencel™ / 40% modacrylic / 12% aramid fabric is designed to provide a highly professional look, without compromising the durability you'd expect from a brand like Carhartt®.

ATPV 8.9 | ARC 2 | ASTM 1506 | UL 2112 Certified

Royal Blue 26

294 Carhartt® FR Shirt

Back shoulder pleats for ease of movement and double and triple-needle seams provide durability. Button-down collar and button-close pocket flaps give a professional look and keep items secure. Lightweight 6.5 oz. 88% cotton / 12% high tenacity nylon fabric.

ATPV 9.5 | ARC 2 | ASTM 1506 | UL 2112 Certified

Dark Khaki 62 | Navy 20

Flame Resistant Pants

SAFETY WORKWEAR

FR carhartt

Rental FR Workwear
Only from CINTAS.



280 Carhartt® FR Jean
Traditional 5-pocket, relaxed fit through seat and thigh, sits just below natural waist for comfort and movement. 100% FR cotton denim, 14.25 oz.
ATPV 20 | ARC 2 | UL 2112 Certified

Denim 83

290 Carhartt® FR Carpenter Jean
Loose and relaxed fit, sits below natural waist. Features multiple tool and utility pockets. 100% FR cotton denim twill, 11.75 oz.
ATPV 15.6 | ARC 2 | UL 2112 Certified

Denim 83



NEW
73478 Carhartt® FeatherWeight FR Carpenter Pant
This new pant features a loose fit that gives you room to work comfortably. Lightweight, fade resistant fabric with moisture wicking properties to help keep you cool and comfortable throughout the day. Multiple utility and tool pockets on each pant leg. Made of lightweight 6.4 oz. 79% meta-aramid / 20% modacrylic / 1% anti-stat fabric.
ATPV 10.1 | ARC 2 | UL 2112 Certified

Navy 20



344 Carhartt® FR Cargo Pant
Durable double and triple-needle seams. Cargo pockets with snap closure and back bellow. 8.5 oz 48% tencel™ / 40% modacrylic / 12% aramid fabric.
ATPV 8.8 | ARC 2 | ASTM 1506 | UL 2112 Certified

Navy 20



371 Carhartt® FR Pant
Tough, durable construction. Melamine button waist closure and front Nomex® zipper comply with industry standards. 9 oz. 88% cotton / 12% high tenacity nylon twill.
ATPV 12.2 | ARC 2 | ASTM 1506 | UL 2112 Certified

Navy 20

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and / or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the Flame Resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and / or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

Flame Resistant Coveralls and Outerwear

SAFETY WORKWEAR



DURABLE & LIGHTWEIGHT

LEG ZIPPER FOR BOOTS

NEW
387 Carhartt® FeatherWeight FR Coverall
Our lightest, most comfortable FR coverall features fade resistant fabric with moisture wicking properties to help keep you comfortable. Chest pockets and various tool and utility pockets help to keep you organized. Features leg zippers that allow for easy removal and application over heavy work boots. Lightweight 5.3 oz. 74% meta-aramid / 20% modacrylic / 5% para-aramid / 1% anti-stat fabric.
ATPV 9.5 | ARC 2 | UL 2112 Certified

Grey 31 | Navy 20

carhartt FR



391 Carhartt® FR Coverall
Double and triple-needle seam construction for durability. Front Nomex® zipper provides easy removal. Outseam leg zipper to easily go over work boots. Made of lightweight 7 oz. 88% cotton / 12% high tenacity nylon fabric for comfort and protection.
ATPV 8.6 | ARC 2 | ASTM 1506 | UL 2112 Certified

carhartt FR Navy 20



61356 Excel FR® Bomber Jacket
FR Bomber Jacket offers concealed snap closure, 88% cotton / 12% high tenacity nylon with 7 oz. 100% cotton lining. Can be worn separately or with the 64356 Excel FR® Jacket Liner for added warmth.
ATPV 30.4 | ARC 3 | UL 2112 Certified

Navy 20



64356 Excel FR® Jacket Liner
Features concealed snap closure, 88% cotton / 12% high tenacity nylon with 12 oz. modacrylic insulation. Can be worn separately or inside the 61356 or 9585 Jackets.
ATPV 43.3 | ARC 4 | UL 2112 Certified

Navy 20

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and / or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the Flame Resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and / or any other applicable written contract executed between the purchaser and Cintas relating to such purchase

FR Enhanced Visibility

SAFETY WORKWEAR

63680 Carhartt® Work Shirt *FR Enhanced Visibility*
Double and triple-needle seams. 3M™ 9740 flame resistant industrial laundry reflective striping. Lightweight 6.5 oz. 88% cotton / 12% high tenacity nylon. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments.
ATPV 9.5 | ARC 2 | ASTM 1506 | UL 2112 Certified

Navy 20

9585 Excel Bomber Jacket *FR Enhanced Visibility*
Features enhanced visibility striping for increased safety. Can be worn with the 64356 Jacket Liner (on page 35) for added warmth. 88% cotton / 12% high tenacity nylon. 7 oz. 100% cotton lining. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments.
ATPV 30.4 | ARC 3 | UL 2112 Certified

Navy 20

High Visibility

SAFETY WORKWEAR

59294 Carhartt® Work Shirt
FR ANSI Class 3
3M™ reflective segmented trim in ANSI class 3 configuration. Button-down banded collar, tailored sleeve placket with button closure and two button adjustable cuff. Double and triple-needle seams. 6.5 oz. 88% cotton / 12% high tenacity nylon.
ATPV 9.5 | ARC 2 | ASTM 1506 | UL 2112 Certified



63685 Carhartt® Pant *FR Enhanced Visibility*
Melamine button waist closure. Front Nomex® zipper. 3M™ 9740 flame resistant industrial laundry reflective striping. Lightweight 9 oz. 88% cotton / 12% high tenacity nylon twill. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments.
ATPV 12.2 | ARC 2 | ASTM 1506 | UL 2112 Certified

Navy 20

63686 Carhartt® Coverall *FR Enhanced Visibility*
Double and triple-needle seam construction for durability. Front Nomex® zipper provides easy removal. Outseam leg zipper to easily go over work boots. Made of lightweight 7 oz. 88% cotton / 12% high tenacity nylon fabric for comfort and protection. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments.
ATPV 8.6 | ARC 2 | ASTM 1506 | UL 2112 Certified

Navy 20

65386 Work Shirt *ANSI Class 2*
65418 Work Shirt *ANSI Class 3*
Colorfast 4.25 oz. 65/35 poly / cotton blend, 2" reflective material sewn on, two-button closure chest pockets. Not flame resistant.

High Vis Yellow 71

69526 T-Shirt *ANSI Class 2*
100% spun polyester with wicking technology, left chest pocket, 2" silver industrial laundry friendly 3M™ Scotchlite™ reflective materials. Not flame resistant.

High Vis Yellow 71

80501 Bomber Jacket *ANSI Class 2*
100% Polyester high visibility fabric with 2" reflective trim sewn on, pencil pocket on left sleeve, rib-knit cuff and collar, brass zipper. Not flame resistant.

High Vis Yellow 71

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and / or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the Flame Resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and / or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

Enhanced Visibility

SAFETY WORKWEAR

59330 Cotton Work Shirt *Enhanced Visibility*
6 oz. 100% cotton durable-press fabric with ½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" polyester yellow fabric, two button through pockets and pencil stall. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Gray 31 | Navy 20

59935 Work Shirt *Enhanced Visibility*
½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" polyester yellow fabric. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Gray 31 | Navy 20 | Charcoal 34

59912 Coverall *Enhanced Visibility*
77.5 oz. 65/35 poly / cotton twill, ½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" polyester yellow fabric, two-way zipper, chest and side pockets. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Charcoal 34

59970 Jacket *Enhanced Visibility*
65/35 poly / cotton twill with ½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" polyester yellow fabric, hip-length with quilted nylon lining. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Navy 20 | Charcoal 34



59340 Cotton Work Pant *Enhanced Visibility*
100% cotton fabric with ½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" hi-visibility yellow stripe. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Navy 20 | Charcoal 34

59945 Poly / Cotton Work Pant *Enhanced Visibility*
65/35 poly / cotton Cintas ComfortFLEX® fabric with ½" 3M™ Scotchlite™ reflective material sewn onto 2 ½" polyester yellow fabric. Does not satisfy ANSI 107 visibility requirement for Hi-Vis garments. Not Flame Resistant.

Navy 20 | Charcoal 34

Chef Works® Culinary Apparel

SPECIALTY WORKWEAR

TOOLS AT THE READY
LEFT CHEST POCKET



COOL VENT® TECHNOLOGY

64449 Chef Works® Signature Chef Coat
Lightweight breathable fabric makes this chef coat cool and comfortable. Left chest pocket and thermometer pockets for carrying essential tools for the workday. Side vents keep wearer cool and allow for a unisex fit. Available in short sleeve and long sleeve.

White 00

Chef Works
RENTAL CULINARY APPAREL
EXCLUSIVELY FROM CINTAS.

Cintas is proud to present an exclusive partnership with Chef Works® to deliver a dependable, affordable, first-of-its-kind managed program.



65176 Chef Works®
Knot Button Essential Chef Coat
Available in white and long sleeve only. Midweight breathable fabric. Side vents for unisex fit. Left chest pocket and thermometer pocket. Premium look with polyester knot buttons.

White 00



65175 Chef Works®
Plastic Button Essential Chef Coat
Available in white and long sleeve only. Midweight, durable fabric. Thermometer pocket and left chest pocket. Chef Works® engraved plastic buttons. Side vents allow for a unisex fit. 65/35 poly / cotton blend.

White 00



Chef Works

RENTAL CULINARY APPAREL
EXCLUSIVELY FROM CINTAS.



65177 Chef Works® Essential Chef Pant
Loose fit and tapered legs allow for maximum comfort and ease of movement. Features an elastic waistband with drawstring and zipper fly. Two deep side seam pockets and one back pocket.





64250 Chef Works® Chalk Stripe Apron
Two oversized front pockets for essential tools. Can be worn as a bib or bistro apron. One size fits most.



Food Processing

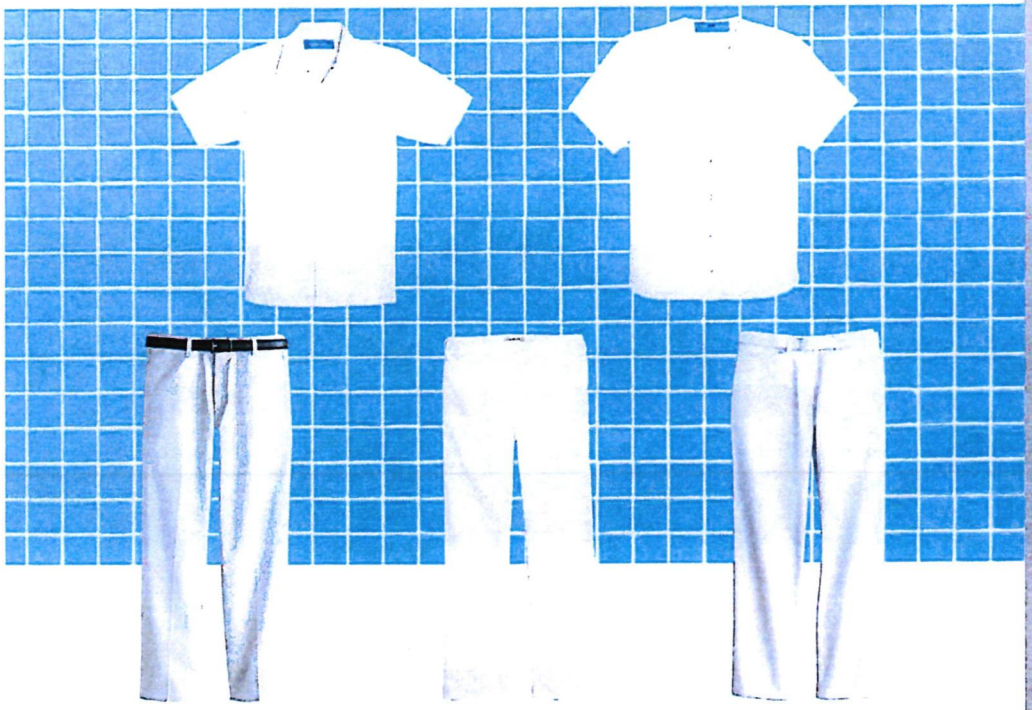
SPECIALTY WORKWEAR

833 Food Processing Shirt
Designed specifically for the food processing industry. Made for easy movement from breathable 65/35 poly / cotton for comfort and neatness, with snap closures and turned back placket. No pocket.

White 00

675 Women's Comfort Collarless Blouse
A comfortable, easy-care blouse cut full and shaped to be worn untucked for freedom of movement. Made from 65/35 poly / cotton with gripper closures, short sleeves and no pockets.

White 00



945 Work Pant
Our classic work pant with a hook-and-eye closure for safety in food processing industry. Constructed from our exclusive poly / cotton Cintas ComfortFLEX® fabric.

White 00

390 Susan Fit® Women's Work Pant
Our Susan Fit· Work Pant has a mid-rise waist and straight-leg fit. Hook-and-eye closure for safety.

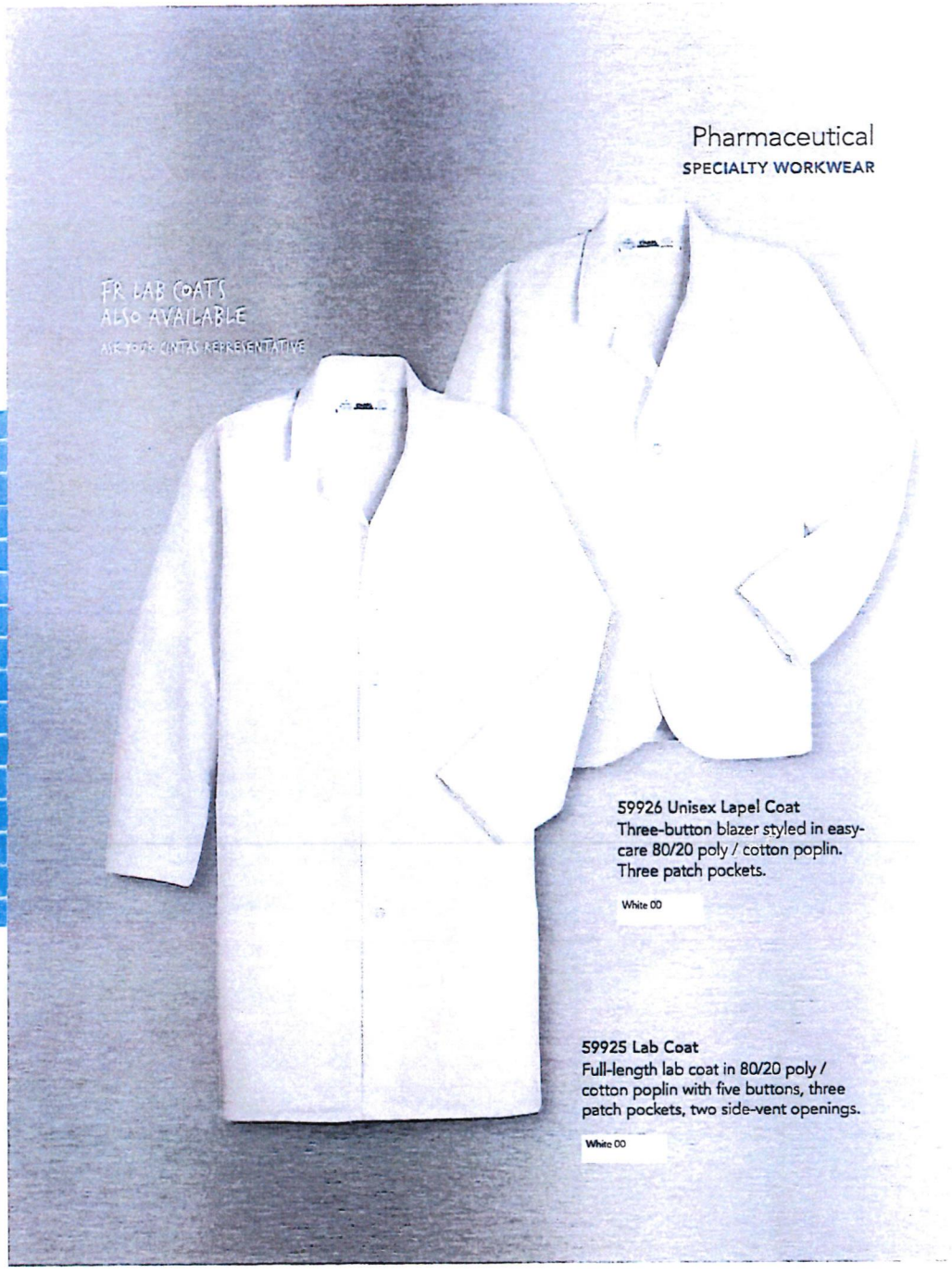
White 00

395 Cathy Fit® Women's Work Pant
This pant has extra room through the hips and thighs and a tapered waistband for comfort. Hook-and-eye closure for safety.

White 00

Pharmaceutical

SPECIALTY WORKWEAR



59926 Unisex Lapel Coat
Three-button blazer styled in easy-care 80/20 poly / cotton poplin. Three patch pockets.

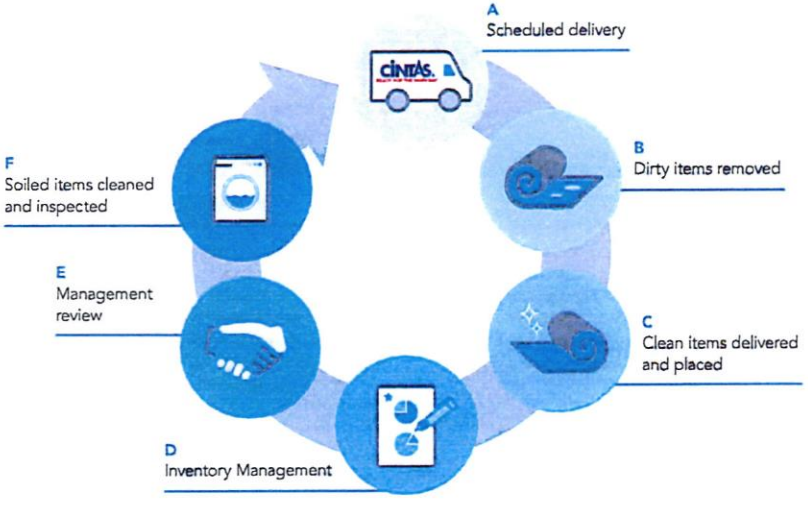
White 00

59925 Lab Coat
Full-length lab coat in 80/20 poly / cotton poplin with five buttons, three patch pockets, two side-vent openings.

White 00

The clean image you want in less time.
Let Cintas help you get Ready for the Workday®.

KEEP YOUR FACILITY LOOKING ITS BEST





Floor Zone

FACILITY SERVICES

80% of dirt is tracked in from the outside (*Institute of Industrial Launderers*), and only 10% is removed from mats when using a vacuum cleaner.



A professional first impression

Save time spent cleaning with mats to capture dirt and water, the proper cleaning tools, and training to clean right the first time.

The proper cleaning tools reduce time changing out dirty mop water.

Rental scraper and carpet mats trap dirt before it enters your building — saving time spent sweeping and mopping floors.

A managed inventory program for microfiber mops eliminates time spent laundering mops and purchasing and storing replacements.

Restroom Zone

FACILITY SERVICES

70% of visitors rank a clean restroom as extremely important.



An exceptionally clean restroom

Save time spent cleaning and stocking while improving the image of your restrooms.

Customizable Cintas Signature Series® dispensers mean no stocking or shopping for essential restroom supplies.

Keep your restrooms fresh and sanitized, your customers happy and your employees focused on work with Cintas UltraClean® service.

Get a tailored schedule that fits your business — we'll manage your restroom supply inventory and service your dispensers.

Kitchen Zone

FACILITY SERVICES

6% or more increased revenue can be achieved with a clean health rating.[1]



Clean, safe and sanitary facilities

Save time by eliminating laundering of towels and aprons and streamlining your inventory and cleaning tasks.

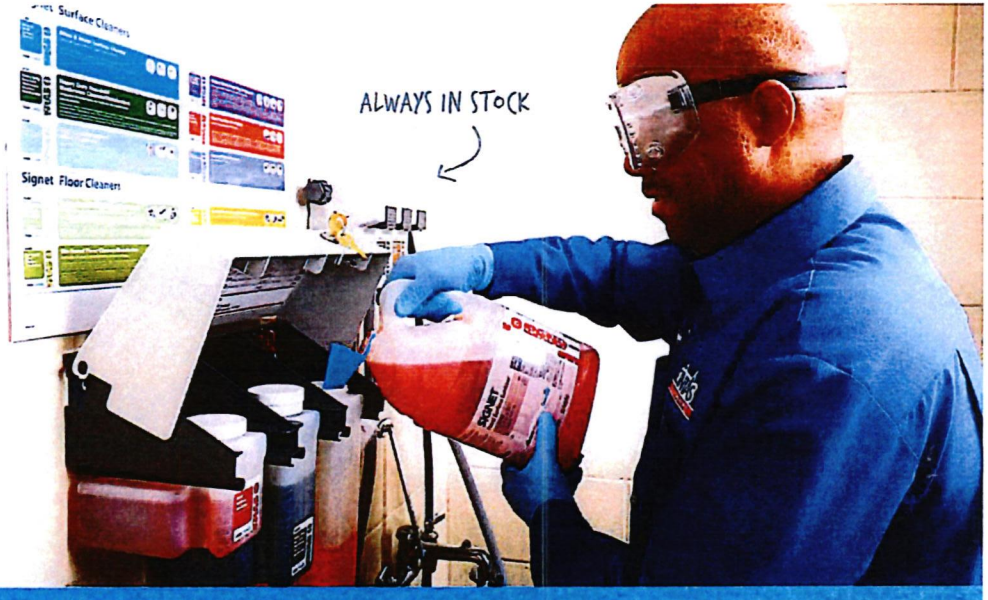
Protect your floors and employees with the easy to clean Cintas Dura-lite Kitchen Mat®.

Keep your kitchen smelling clean and sanitary with drains that flow freely. Avoid time-consuming pump outs and costly emergencies.

Supply Closet

FACILITY SERVICES

30% of chemical usage can be reduced with cleaning chemical dilution systems, versus concentrates.[2]



Save time and money

Save time and money tied up in inventory — let Cintas stock and organize your supply needs.

Quickly pick up spills and perform light cleaning without preparing a traditional mop and bucket.

Easily locate the right cleaning chemicals and save time purchasing, inventorying and diluting them.

Weekly delivery of longer lasting products means your customers won't find empty dispensers, and you will save time refilling them.

EXHIBIT “B” - INSURANCE CERTIFICATE

AGREEMENT BETWEEN CITY OF EDINBURG AND CINTAS CORPORATION

READY FOR THE WORKDAY®

Proposal to Ammend (Uniforms)

The City of Edinburg is adding the following items to their Cintas Rental Program.

Agreement #: 210387207

Item #: X69526

Description: TShirt/HighVis/Lime

Price per Unit: $0.49

Cintas:

Cintas Loc: 538

Customer:

City of Edinburg

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
CONSENT AGENDA
Agenda Item No: 12.F.
Purchase of Emulsified Asphalt (SS-1)

1. **Agenda Item:**
Consider Awarding Bid No. 2025-1, Purchase of SS-1 Emulsified Asphalt to Ergon Asphalt & Emulsions, Inc. of Austin, Texas for the Unit Price of $3.10 Per Gallon and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent A. Romero, CPM, Public Works Director]

2. **Description:**
This supply contract will furnish Emulsified Asphalt (SS-1) to be used throughout the City for the Approved Neighborhood Paving Improvement Program.

Staff notes that the bid is being awarded based on unit prices, valid for One (1) year from the date of contract execution, with the option to extend Two (2) additional years. The quantities are subject to increase or decrease to accommodate needs throughout the duration of the contract. This contract will insure the availability of Emulsified Asphalt (SS-1) needed for continuous operation throughout the next Fiscal Year.

On, Tuesday, October, 29, 2024, bids were opened for Bid No. 2025-1, Purchase of SS-1 Emulsified Asphalt. A total of three (3) bids were received and opened. After review and tabulation staff recommends awarding Bid No. 2025-1, Purchase of SS-1 Emulsified Asphalt to Ergon Asphalt & Emulsions Inc. of Austin, Texas the lowest bidder meeting qualifications for the Unit Price of $3.10 per gallon. The City of Edinburg has previously done business with Ergon Asphalt & Emulsions, Inc. of Austin, Texas. The city has verified no monies are owed to the city by Ergon Asphalt & Emulsions, Inc. of Austin, Texas.

Below is the list of vendors who responded to the bid:

Ergon Asphalt & Emulsions Inc.	$3.10 / Gal
Martin Asphalt Company	$3.33 / Gal
Asphalt Oil Express	$4.00 / Gal

Funding in the amount of $1,707.00 is available through the FY 2024-2025 State and Local Fiscal Recovery Funds (SLFRF).

This bid has been verified by the Finance Department and the ARPA compliance has been approved by the CDBG Department.

3. **Staff's Recommendation:**
Approve Awarding Bid No. 2025-1, Purchase of SS-1 Emulsified Asphalt to Ergon Asphalt & Emulsions, Inc. of Austin, Texas for the Unit Price of $3.10 Per Gallon and Authorize the City Manager to Enter Into an Agreement Relating Thereto.

Reviewed by: **Prepared by:**

Tomas Reyna, Assistant City Manager	Final Approval - 11/26/2024	Vincent Romero, Director of Public Works

Attachments:

A. BID TABULATION - EMULSIFIED ASPHALT
B. BIDDERS LIST - EMULSIFIED ASPHALT
C. NOTICE TO BIDDERS - EMULSIFIED ASPHALT
D. ERGON BID RESPONSE - EMULSIFIED ASPHALT
E. SUPPLY AGREEMENT COE-EMULSIFIED ASPHALT

THE CITY OF Edinburg

Bid 2025-1 - Purchase of SS-1 Emulsified Asphalt
Opening Date: Tuesday October 29, 2024 at 3:00 p.m.

				Asphalt Oil Express	Ergon Asphalt & Emulsions, Inc.	MARTIN ASPHALT COMPANY
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
1	SS-1 Emulsified Asphalt (Proposed price must include Freight, Pump and Hose Charges)	30000	Gallons	$4.00	$3.10	$3.33

Bidder's List
debbiegarc20@gmail.com
bgarcia@2gsllc.com
ccarr@arccoat.com
greg@alamocityconstructors.com
karenowens.axe@outlook.com
mwilliams@bigcreeksg.com
alcosertrucking@sbcglobal.net
candbexcavationandpaving@gmail.com
cathy.cksalesandservices@gmail.com
gokocha@citronway.com
office@clevelandasphaltproducts.com
Brittany@craigsdirtservice.com
LARRY@DESERTWESTLLC.COM
delacu@live.com
acosta@dinacontracting.com
jesseoranday@gmail.com
shondee.culpepper@ergon.com
colette.lewis@ffgsconsulting.com
info@fullidity.com
brandon@grindstonesitework.com
doug@jlminc.net
FederalContractingBidder@jreillc.biz
accounting@j7services.com
jagtruckinginc@gmail.com
victor@jobeco.com
jim.poe@kiewit.com
clint@nppc.biz
pando432@gmail.com
rratransport@aol.com
jarmstrong@rkci.com
estimate@ratedequipmentrentals.com
cmitchum@RedEagleTexas.onmicrosoft.com
ldrake@rdcclp.com
jared@roaddoctors.com
teresag@southernsourcings.com
scottspeer@envirotx.com
jeremy.hemmings@texasmaterials.com
tkclimitlessconstruction@yahoo.com
staphanie.aguirre@martinmlp.com
eg2377@yahoo.com
shonde.culpepper@ergon.com
mike.romano@crafco.com

INVITATION FOR BID

2025-1

PURCHASE OF SS-1 EMULSIFIED ASPHALT

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: October 9, 2024

DEADLINE FOR QUESTIONS: October 21, 2024

RESPONSE DEADLINE: October 29, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

INVITATION FOR BID

Purchase of SS-1 Emulsified Asphalt

I. Introduction.....
II. Legal Notice .....
III. Instructions, Terms and Conditions.....
IV. Specifications.....
V. Vendor Questionnaire.....
VI. Pricing Proposal .....

Attachments:

A - Rules for Electronic Bidding

B - ARPA_Contract_SS-1_Emulsified_Asphalt_Agreement

1. Introduction

1.1. Summary

You are invited to submit a sealed bid for the purchase of CONSTRUCTION MATERIALS (SS-1 Emulsified Asphalt) as requested by the City of Edinburg Streets Department.

1.2. Background

The city of Edinburg reserves the right to extend this contract for Two (2) additional years in One (1) year increments, if the performance of the successful vendor is satisfactory and the unit prices remain unchanged.

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	October 9, 2024
Pre-Proposal Meeting (Non-Mandatory)	October 15, 2024, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/81099313613?pwd=C9i7uNR78W8V2vEXQH9U6CuOFEGvRx.1 Meeting ID: 810 9931 3613 Passcode: 619267
Question Submission Deadline	October 21, 2024, 3:00pm
Proposal Submission Deadline	October 29, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for Purchase of SS-1 Emulsified Asphalt.

Sealed Bids must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, October 29, 2024.

All sealed bids must be received either electronically or at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, October 29, 2024.

To obtain a copy of the Request for Bids or submit an electronic bid please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg Bid No. 2025-1" to the City Secretary's Office prior to the Bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Proposals to:

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2025-1

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 3:00 pm on Monday, October 21, 2024.

The City of Edinburg reserves the right to reject any or all bids and to waive informalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the proposal for a period of **60 days** without taking action.

Bidder on the work will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964 after Civil Rights Act and federally mandated procurement contract provisions at Appendix II to 2 CFR Part 200.

Respondents choosing to bid or provide proposals on Federally Funded projects must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is submitted. Respondents must certify that they have active registration status with SAM.gov and must submit the entity's Unique Entity Identification (UEI) Number with the bid/proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondent's UEI number (if provided) into the SAM database. If the respondent is not in ACTIVE status on the database, or if the respondent did not provide a UEI with its bid/proposal, the bid will be deemed non-responsive and disqualified from consideration of award. Entity registration may be completed at www.sam.gov. All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Bid for: Purchase of SS-1 Emulsified Asphalt

INTENT

The services to be provided under this Bid shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for Bid. There is no intention to disqualify any bidder who can meet the requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive**. Each Bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. Bids submitted by facsimile (fax) will not be accepted. Submittal of a Bid in response to this solicitation constitutes an offer by the bidder. Once submitted, Bids become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any Bid regardless of whether that respondent/firm is selected. Submission of a Bid in response to this solicitation, by any respondent, shall indicate that the Bidder(s) has/have accepted the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the successful bidder otherwise. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg before the deadline day and hour. No late Bids will be accepted. Failure to meet Bid requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold Bids **60** days after deadline without taking action. Bidders are required to hold their Bids firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all Bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Bidders are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this Bid in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Bidders are advised that the City of Edinburg is soliciting Bids and award shall be made to the bidder that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written bids. The City also reserves the right to request oral interviews.

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Bids, if so stated in the Request for Bids. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this Bid.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO BID

Bid CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No Bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO BID

If unable to submit a Bid, bidder should return inquiry giving reasons.

LIST OF EXCEPTIONS

The bidder shall attach to his/her Bid a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after **ITEMS** have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package ITEMS is used, its meaning shall refer to the request for Purchase of SS-1 Emulsified Asphalt as specified.

RESPONDENT'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Bid. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Bidders shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Bidder to influence the selection process by any means, other than disclosure of Bids and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Bidder's past performance shall be taken into consideration in the evaluation of BID submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful bidder become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful bidder agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

ADDENDA AND MODIFICATIONS

Bidder shall carefully examine the Bids forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any Bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available thru the e-procurement portal, and e-mailed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original Bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their BID Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bid(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five (5) calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

BID PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a BID or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Bidder agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your BID. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the Bid. A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. All partners shall execute the Bid. Partnership and Individual Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all **City contracts of $15,000 or more**.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

3.3. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

The City of Edinburg recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. Requesting Price Adjustment: Upon written request of the Vendor to the City, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in Materials prices contained in this Agreement. Such written request must contain at least the following:

- Vendor must tie any price change to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.
- Vendor must include a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the City’s Purchasing Manager on the mailing lists for such Publications so that the Purchasing Manager can monitor said changes, such membership shall be at no cost to the City of Edinburg.

2. City's Review and Determination: The City retains the sole and absolute discretion to determine whether to accept any proposed price adjustment. Vendor shall not adjust pricing without written authorization from the City in the form of an amendment to this Agreement. If the City agrees to a price adjustment, such adjustment shall apply to orders made after written authorization required in this Section. For the avoidance of doubt, agreed upon price adjustments shall not apply to orders in process at the time of the adjustment.

3. Price Reductions: Vendor shall notify the City of Edinburg at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and /or supplies for which the Vendor was granted a price adjustment shall entitle the City to impose a set-off against payment equal to the difference between the amount charged and the original

contract price. In addition to the right of set-off, the City may also immediately terminate this Agreement.

4. Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless Vendor notifies the City of Edinburg in writing within ten (10) days of expiration of the quarter in which the price increase is in effect that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City shall have sole and absolute discretion to grant the price increase extension, to deny the price extension, or to impose a new reasonable price based on the information available to the City.

5. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City will have the right to review, audit, and/or examine any books, documents, papers, records or invoices that relate to Vendor's performance under this Agreement. Such review, audit, or examination shall occur at any reasonable time and upon at least one (1) day's prior written notice to Vendor. To the extent reasonably possible, Vendor shall make all such records available in electronic form or otherwise available to be accessed through the internet.

6. Price Changes Limits: Notwithstanding the foregoing, no price adjustment shall exceed 25% of the original contract price.

D. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Materials, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Materials, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

c. Any Materials are defective, requiring correction or replacement;

d. City has been required to correct defective Materials or has accepted defective Materials;

e. Liens have been filed in connection with the Materials; or

f. Other items entitle City to a set-off against the payment amount

E. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

F. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the

City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

G. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

4. Specifications

4.1. SS-1 Emulsified Asphalt

The SS-Emulsified Asphalt must comply with the following standards:

- **ASTM D977:** Standard Specification for Emulsified Asphalt
- **AASHTO M 140:** Standard Specification for Emulsified Asphalt
- **Residue by Distillation:** 57% minimum.
- **Viscosity at 25°C (Saybolt Furol):** 20-100 seconds
- **pH Range**: 6.5 to 8.0

4.2. Quantity & Delivery

Delivery - If your Bid is accepted and a contract is executed; you must be able to deliver the Goods and/or Services to Emulsion to be delivered to the Edinburg Service Center located at 1201 N. Doolittle Rd., Edinburg Texas 78541.

Quantity – Based on the City's needs quantities will range from 4,000-5,000 gallons. Proposed price must include freight, pump and hose charge.

*The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.

5. Vendor Questionnaire

5.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. If you have any proprietary documents, please attach the redacted document here.

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Emulsion Asphalt to be delivered to the Edinburg Service Centers location at 1201 N. Doolittle Rd., Edinburg, TX 78541*

☐ Please confirm

*Response required

5.5. Required Forms

*5.5.1. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.5.2. Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.5.3. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.5.4. Please fill out and sign HB 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states

that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.5.5. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.5.6. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.5.7. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

*5.5.8. If awarded the 1295 form will need to be provided**

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

☐ Yes
☐ No

*Response required

5.6. ARPA Required Certifications

*5.6.1. Please fill out and sign the System for Award Management Unique Identity Number (UEI#) for and upload.**

Please download the below documents, complete, and upload.

- System_for_Award_Management...

*Response required

*5.6.2. Please fill out and sign the Conflict of Interest Summary of Rules for Respondents and upload here.**

Please download the below documents, complete, and upload.

- Conflict_of_Interest.pdf

*Response required

*5.6.3. Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity and upload here.**

Please download the below documents, complete, and upload.

- Certification_of_Bidder_Reg...

*Response required

5.6.4. Please fill out and sign the Certification of Subcontractor Regarding Equal Employment Opportunity (if applicable) and upload here.

Please download the below documents, complete, and upload.

- Equal_Opportunity_Employer-...

*5.6.5. Please fill out and sign the Certification of Clean Air and Water and upload here.**

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

*Response required

*5.6.6. Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here.**

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

*Response required

*5.6.7. Please fill out and sign the Non-Collusion Affidavit and upload here.**

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

*Response required

6. Pricing Proposal

PURCHASE OF SS-1 EMULSIFIED ASPHALT

Proposed price must include Freight, Pump and Hose Charges *The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.

Line Item	Description	Quantity	Unit of Measure	Delivery Charge	Unit Cost	Total
1	SS-1 Emulsified Asphalt (Proposed price must include Freight, Pump and Hose Charges)	30,000	Gallons			
TOTAL						

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

[ERGON ASPHALT & EMULSIONS, INC.] RESPONSE DOCUMENT REPORT

RFB No. 2025-1

Purchase of SS-1 Emulsified Asphalt

RESPONSE DEADLINE: October 29, 2024 at 3:00 pm

Report Generated: Thursday, November 14, 2024

Ergon Asphalt & Emulsions, Inc. Response

CONTACT INFORMATION

Company:
Ergon Asphalt & Emulsions, Inc.

Email:
karen.sellers@ergon.com

Contact:
Karen Sellers

Address:
11612 RM 2244
Building 1, Suite 250
Austin, TX 78738

Phone:
(512) 469-9292

Website:
N/A

Submission Date:
Oct 29, 2024 9:01 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*

Pass

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

IFB_2025-1_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

Certificate_of_Liability_Insurance.pdf

4. Emulsion Asphalt to be delivered to the Edinburg Service Centers location at 1201 N. Doolittle Rd., Edinburg, TX 78541*

Pass

Confirmed

5. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Company_Providing_Proposal_General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Pass

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Conflict_of_Interest_Questionnaire_-_Form_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

6. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- System_for_Award_Management...

System_for_Award_Management_Registration_and_Activation.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR RESPONDENTS AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Conflict_of_Interest.pdf

City_of_Edinburg_Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Certification_of_Bidder_Reg...

Certification_of_Bidder_Regarding_Equal_Employment_Opportunity.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY (IF APPLICABLE) AND UPLOAD HERE.
Please download the below documents, complete, and upload.

- Equal_Opportunity_Employer-...

No response submitted

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

Certification_on_Non-Lobbying_Activities.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

Non-Collusion_Affidavit_of_Prime_Bidder-Subcontractor.pdf

PRICE TABLES

PURCHASE OF SS-1 EMULSIFIED ASPHALT

Proposed price must include Freight, Pump and Hose Charges *The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.

Line Item	Description	Quantity	Unit of Measure	Delivery Charge	Unit Cost	Total
1	SS-1 Emulsified Asphalt (Proposed price must include Freight, Pump and Hose Charges)	30,000	Gallons	0.25/GAL	$3.10	$93,000.00
TOTAL						**$93,000.00**

6. Pricing Proposal

PURCHASE OF SS-1 EMULSIFIED ASPHALT

Proposed price must include Freight, Pump and Hose Charges *The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.

Line Item	Description	Quantity	Unit of Measure	Delivery Charge	Unit Cost	Total
1	SS-1 Emulsified Asphalt (Proposed price must include Freight, Pump and Hose Charges)	30,000	Gallons	$0.25/GAL	$2.85/GAL	$3.10/GAL
TOTAL		30,000	GALLONS x $3.10 = $93,000.00			

Federal Environmental Fee will be added to above prices at rate of $ .49770/ton for asphalt & polymer loads or $ .00150/gal for emulsion loads.

THIS BID IS FOR FULL TRANSPORT LOADS OF 5,500 GALLONS. FREIGHT IS BASED ON A FULL TRANSPORT LOAD, EVEN IF A FULL LOAD OF MATERIAL IS NOT ORDERED. THE COMMON CARRIER BILLS DEMURRAGE AT $100.00 PER HOUR, AFTER THE SECOND HOUR. RETURN FREIGHT IS ONE-HALF OF THE OUTGOING TARIFF. FOR EQUIPMENT ORDERED, BUT NOT USED, CARRIER MAY CHARGE UP TO $400.00.

CERTIFICATE OF LIABILITY INSURANCE

4/30/2025 | DATE (MM/DD/YYYY): 10/22/2024

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

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

PRODUCER LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1407257 Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Drive Flowood MS 39232	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : ACE American Insurance Company 22667 INSURER B : ACE Property and Casualty Insurance Company 20699 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21082099 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	XSL G47345868	4/30/2024	4/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ XXXXXXX $ 2,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H10754616	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	G71120892 007	4/30/2024	4/30/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C5072248A	4/30/2024	4/30/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

21082099
City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE



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All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

Named Insured Schedule

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Ergon Asphalt Holdings, LLC
Western States Trucking, LLC
Crafco, Inc.
Tricor Refining, LLC
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon Moda St. James, LLC
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC
Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.
Ergon Oil (Singapore) Pte.Ltd
Ergon Oil (Indonesia)
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC

Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.
Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Ergon Construction Group, Inc.
Ergon Construction Group, Inc. dba Alliant Construction
Ergon Construction Group, Inc. dba Ergon Maintenance Services
Bryan & Bryan Asphalt, LLC
TABB Management Services, LLC
Trinity Asphalts, Ltd.
BMR Transport, Inc.
Ergon Construction Group, Inc. dba ISO Services
Bryan & Bryan Trucking, LLC
Ergon Asfaltos México HC, LLC
Ergon México HC, LLC
Ergon Chemicals, LLC
Resinall Corporation
Ergon Midstream LLC
OOGC Disposal Company I, LLC
Ergon Appalachia, LLC

Ergon Appalachian Compression, LLC
MOGoil GmbH
Associated Asphalt Bristol LLC
Associated Asphalt BT LLC
Associated Asphalt Charlotte LLC
Associated Asphalt Columbia LLC
Associated Asphalt Conley LLC
Associated Asphalt CPI LLC
Associated Asphalt Distribution LLC
Associated Asphalt EP LLC
Associated Asphalt Gainesville LLC
Associated Asphalt Greensboro LLC
Associated Asphalt Hopewell LLC
Associated Asphalt Inman LLC
Associated Asphalt KMP LLC
Associated Asphalt KMR LLC
Associated Asphalt KMW LLC
Associated Asphalt Lake City LLC
Associated Asphalt Marketing LLC
Associated Asphalt Martinsburg LLC
Associated Asphalt NS LLC
Associated Asphalt Partners LLC
Associated Asphalt Roanoke LLC
Associated Asphalt Salisbury LLC
Associated Asphalt Savannah LLC
Associated Asphalt Tampa LLC
Associated Asphalt TF LLC
Associated Asphalt TM LLC
Associated Asphalt Transport LLC
Associated Asphalt Winston-Salem
Associated Asphalt, Inc.
Road Holdings III, L.L.C.
Blue Ridge Asphalt II, LLC

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

OCTOBER 28, 2024

Company/Vendor Name:

ERGON ASPHALT & EMULSIONS, INC.

Printed Name and Title:

KAREN SELLERS, ACCOUNT SPECIALIST

Authorized Signatory:

Karen Sellers

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: ERGON ASPHALT & EMULSIONS, INC.
(Full, correct legal name)

- Address: 11612 RM 2244, BUILDING 1, SUITE 250
  AUSTIN, TEXAS 78738
- Telephone/Fax: (512) 469-9292 / (512) 469-0391 FAX
- Email address: karen.sellers@ergon.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

   Yes____ No_X_

3. Is your Company authorized and/or licensed to do business in Texas? Yes_X_ No____

4. Where is the Company's corporate headquarters located? JACKSON, MISSISSIPPI

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No_X_

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

   c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No_X_

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

   Name: KAREN SELLERS
   Address: 11612 RM 2244, BUILDING 1, SUITE 250, AUSTIN, TEXAS 78738
   Telephone: (512) 469-9292
   Fax: (512) 469-0391
   Email: karen.sellers@ergon.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (X).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

KAREN SELLERS / ERGON ASPHALT & EMULSIONS, INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7 Karen Sellers

Signature of vendor doing business with the governmental entity

KAREN SELLERS

OCTOBER 28, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   __X__ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: LLKJHFR964B6

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

OCTOBER 28, 2024

Company/Vendor Name:

ERGON ASPHALT & EMULSIONS, INC.

Printed Name and Title:

KAREN SELLERS, ACCOUNT SPECIALIST

Authorized Signatory:

Karen Sellers

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: ERGON ASPHALT & EMULSIONS, INC.

Address and Zip Code: 11612 RM 2244, BUILDING 1, SUITE 250

AUSTIN, TEXAS 78738

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes _____ No __X__ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No __X__ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required __X__

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

KAREN SELLERS, ACCOUNT SPECIALIST
(Name and Title of Signer – please type)

Karen Sellers
Signature

OCTOBER 28, 2024
Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR:_____ PROJECT #: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type):

_____ _____

SIGNATURE DATE

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR:_____ PROJECT #: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type):

_____ _____

SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Karen Sellers

Name of Contractor's Authorized Official: KAREN SELLERS

Title of Contractor's Authorized Official: ACCOUNT SPECIALIST

Date: OCTOBER 28, 2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

KAREN SELLERS	ACCOUNT SPECIALIST
NAME	TITLE
Karen Sellers	OCTOBER 28, 2024
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of ~~Hidalgo~~) Travis
City of ~~Edinburg~~) Austin

Karen Sellers, being the first duly sworn, deposes and says that:

1. ~~He~~/she is Account Specialist (Owner, partner, etc.) of Ergon Asphalt & Emulsions, Inc. (Company) the Bidder that has submitted the attached Bid;

2. ~~He~~/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Karen Sellers
KAREN SELLERS

Date: October 28, 2024

Title: Account Specialist

Notary: Lisa Van Winkle
LISA VAN WINKLE

(Apply Notary Seal)

(Print or type names under all signatures)

LISA VAN WINKLE
My Notary ID # 130641670
Expires April 5, 2028

CERTIFICATE OF LIABILITY INSURANCE

4/30/2025 | DATE (MM/DD/YYYY): 10/22/2024

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

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

PRODUCER: LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1407257 Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Drive Flowood MS 39232	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : ACE Property and Casualty Insurance Company — 20699 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21082099 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y	Y	XSL G47345868	4/30/2024	4/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ XXXXXXX $ 2,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	ISA H10754616	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	Y	Y	G71120892 007	4/30/2024	4/30/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C5072248A	4/30/2024	4/30/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

21082099
City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

Named Insured Schedule

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Ergon Asphalt Holdings, LLC
Western States Trucking, LLC
Crafco, Inc.
Tricor Refining, LLC
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon Moda St. James, LLC
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC
Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.
Ergon Oil (Singapore) Pte.Ltd
Ergon Oil (Indonesia)
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC

Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.
Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Ergon Construction Group, Inc.
Ergon Construction Group, Inc. dba Alliant Construction
Ergon Construction Group, Inc. dba Ergon Maintenance Services
Bryan & Bryan Asphalt, LLC
TABB Management Services, LLC
Trinity Asphalts, Ltd.
BMR Transport, Inc.
Ergon Construction Group, Inc. dba ISO Services
Bryan & Bryan Trucking, LLC
Ergon Asfaltos México HC, LLC
Ergon México HC, LLC
Ergon Chemicals, LLC
Resinall Corporation
Ergon Midstream LLC
OOGC Disposal Company I, LLC
Ergon Appalachia, LLC

Ergon Appalachian Compression, LLC
MOGoil GmbH
Associated Asphalt Bristol LLC
Associated Asphalt BT LLC
Associated Asphalt Charlotte LLC
Associated Asphalt Columbia LLC
Associated Asphalt Conley LLC
Associated Asphalt CPI LLC
Associated Asphalt Distribution LLC
Associated Asphalt EP LLC
Associated Asphalt Gainesville LLC
Associated Asphalt Greensboro LLC
Associated Asphalt Hopewell LLC
Associated Asphalt Inman LLC
Associated Asphalt KMP LLC
Associated Asphalt KMR LLC
Associated Asphalt KMW LLC
Associated Asphalt Lake City LLC
Associated Asphalt Marketing LLC
Associated Asphalt Martinsburg LLC
Associated Asphalt NS LLC
Associated Asphalt Partners LLC
Associated Asphalt Roanoke LLC
Associated Asphalt Salisbury LLC
Associated Asphalt Savannah LLC
Associated Asphalt Tampa LLC
Associated Asphalt TF LLC
Associated Asphalt TM LLC
Associated Asphalt Transport LLC
Associated Asphalt Winston-Salem
Associated Asphalt, Inc.
Road Holdings III, L.L.C.
Blue Ridge Asphalt II, LLC

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

OCTOBER 28, 2024

Company/Vendor Name:

ERGON ASPHALT & EMULSIONS, INC.

Printed Name and Title:

KAREN SELLERS, ACCOUNT SPECIALIST

Authorized Signatory:

Karen Sellers

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: ERGON ASPHALT & EMULSIONS, INC.
(Full, correct legal name)

- Address: 11612 RM 2244, BUILDING 1, SUITE 250
  AUSTIN, TEXAS 78738
- Telephone/Fax: (512) 469-9292 / (512) 469-0391 FAX
- Email address: karen.sellers@ergon.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

   Yes____ No_X_

3. Is your Company authorized and/or licensed to do business in Texas? Yes_X_ No____

4. Where is the Company's corporate headquarters located? JACKSON, MISSISSIPPI

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No_X_

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

   c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No_X_

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

   Name: KAREN SELLERS
   Address: 11612 RM 2244, BUILDING 1, SUITE 250, AUSTIN, TEXAS 78738
   Telephone: (512) 469-9292
   Fax: (512) 469-0391
   Email: karen.sellers@ergon.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (x).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES NO

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

KAREN SELLERS / ERGON ASPHALT & EMULSIONS, INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7 Karen Sellers

Signature of vendor doing business with the governmental entity

KAREN SELLERS

OCTOBER 28, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_Yes ____No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: LLKJHFR964B6

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

OCTOBER 28, 2024

Company/Vendor Name:

ERGON ASPHALT & EMULSIONS, INC.

Printed Name and Title:

KAREN SELLERS, ACCOUNT SPECIALIST

Authorized Signatory:

Karen Sellers

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: ERGON ASPHALT & EMULSIONS, INC.

Address and Zip Code: 11612 RM 2244, BUILDING 1, SUITE 250

AUSTIN, TEXAS 78738

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes _____ No __X__ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No __X__ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required __X__

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

KAREN SELLERS, ACCOUNT SPECIALIST
(Name and Title of Signer – please type)

Karen Sellers
Signature

OCTOBER 28, 2024
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Karen Sellers

Name of Contractor's Authorized Official: KAREN SELLERS

Title of Contractor's Authorized Official: ACCOUNT SPECIALIST

Date: OCTOBER 28, 2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

KAREN SELLERS	ACCOUNT SPECIALIST
NAME	TITLE
Karen Sellers	OCTOBER 28, 2024
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of ~~Hidalgo~~) Travis
City of ~~Edinburg~~) Austin

Karen Sellers, being the first duly sworn, deposes and says that:

1. ~~He~~/she is Account Specialist (Owner, partner, etc.) of Ergon Asphalt & Emulsions, Inc. (Company) the Bidder that has submitted the attached Bid;

2. ~~He~~/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Karen Sellers
KAREN SELLERS

Date: October 28, 2024

Title: Account Specialist

Notary: Lisa Van Winkle
LISA VAN WINKLE

(Apply Notary Seal)

(Print or type names under all signatures)

LISA VAN WINKLE
My Notary ID # 130641670
Expires April 5, 2028

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG AND TBD for SS-1 EMULSIFIED ASPHALT

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and (TBD) (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain Materials as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and material needed by the City; and

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to provide services and materials ("Materials") as stated in this agreement and **Exhibit "A"**. Upon receipt of Materials to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor agrees to provide Materials in connection therewith, under the terms as stated in Exhibit A; and its own proper cost and expense to furnish all Materials, insurance and other accessories and materials necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibits "A & C" Scope of Work and Notice to Bidders and Bid Form pertaining to Bid 2025-1 SS-1 EMULSIFIED ASPHALT.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
PAYMENT AND FEES

City agrees to pay Vendor for Materials being contracted herein as follows:

A. Payment for materials shall be upon receipt of invoice by City. Invoice shall be submitted to City upon delivery and inspection of materials. The total compensation to Vendor during the contract performance for the unit price of ($ 3.10) Per Gallon of SS-1 Emulsified Asphalt

B. Vendor shall submit all invoices to City in the manner specified herein. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the Materials required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

A. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS. The City of Edinburg recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the City, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in Materials prices contained in this Agreement. Such written request must contain at least the following:

- Vendor must tie any price change to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

- Vendor must include a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the City's Purchasing Manager on the mailing lists for such Publications so that the Purchasing Manager can monitor said changes, such membership shall be at no cost to the City of Edinburg.

2) **City's Review and Determination**. The City retains the sole and absolute discretion to determine whether to accept any proposed price adjustment.

Vendor shall not adjust pricing without written authorization from the City in the form of an amendment to this Agreement. If the City agrees to a price adjustment, such adjustment shall apply to orders made after written authorization required in this Section. For the avoidance of doubt, agreed upon price adjustments shall not apply to orders in process at the time of the adjustment.

3) **Price Reductions:** Vendor shall notify the City of Edinburg at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment shall entitle the City to impose a set-off against payment equal to the difference between the amount charged and the original contract price. In addition to the right of set-off, the City may also immediately terminate this Agreement.

4) **Timeframe for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless Vendor notifies the City of Edinburg in writing within ten (10) days of expiration of the quarter in which the price increase is in effect that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City shall have sole and absolute discretion to grant the price increase extension, to deny the price extension, or to impose a new reasonable price based on the information available to the City.

5) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City will have the right to review, audit, and/or examine any books, documents, papers, records or invoices that relate to Vendor's performance under this Agreement. Such review, audit, or examination shall occur at any reasonable time and upon at least one (1) day's prior written notice to Vendor. To the extent reasonably possible, Vendor shall make all such records available in electronic form or otherwise available to be accessed through the internet.

6) **Price Changes Limits:** Notwithstanding the foregoing, no price adjustment shall exceed 25% of the original contract price.

D. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Materials, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Materials, including

but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

c. Any Materials are defective, requiring correction or replacement;

d. City has been required to correct defective Materials or has accepted defective Materials;

e. Liens have been filed in connection with the Materials; or

f. Other items entitle City to a set-off against the payment amount.

E. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

F. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

G. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

SECTION IV
TERM OF AGREEMENT

The Vendor shall provide materials as identified in Request for Bid No. 2024- ?? and bid proposal submitted by Vendor attached as stated in Exhibit "A & C'. Work shall be completed upon request of the City and during the course of the City's fiscal year 2024-2025, with the contract terminating on or about September 30, 2025. The City reserves the right to extend this contract for Two (2) additional years in One (1) year increments, if the performance of the successful vendor is satisfactory and the unit prices remain unchanged.

A. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Materials rendered by Vendor breach or violate any of the provisions of this Agreement.

B. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Materials provided by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

SECTION V
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage shall be required upon request and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with section below.

SECTION VII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION VIII
INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION IX
LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Materials rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance of Materials, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION X
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XI
NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Vendor threated against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or

to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIII
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Vendor: TBD

Street:
City, State, Zip:
Attn.:
Email Address:

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XIV
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XV
SUCCESSORS AND ASSIGNS

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVI
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, the terms of this Agreement shall be controlling.

SECTION XVII
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise

thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Materials with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Materials or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Materials or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XVIII
NOTICE OF GOVERNING LAW

A. The Contractor agrees to abide by the applicable laws and regulation found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits D & E,

EXECUTED by the parties in triplicate originals on this _____day of _____, 2024

CITY OF EDINBURG:

BY:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis, City Attorney

VENDOR: TBD

BY:_____
Name/Title
Entity Name:
Street Address:
City, State, Zip:
Email:

Attachments: Exhibit "A" Scope of Work ((SS-1 Emulsified Asphalt) Exhibit "B" Certificate of Insurance
Exhibit "C" Bid 2024 – 1 Notice to Bidders and Bid Form
Exhibit "D" Assurance of Compliance with Civil Rights Requirements
Exhibit "E" Federally Mandated Contract Provisions Appendix II 2 CFR 200

EXHIBIT "A" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND TBD FOR SS-1 EMULSIFIED ASPHALT

EXHIBIT "A" Scope of Work (SS-1 Emulsified Asphalt)

The specifications listed below are minimum requirement and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

SS-1 Emulsified Asphalt

1. ASTM D977: Standard Specifications for Emulsified Asphalt.
2. AASHTO M 140: Standard Specification for Emulsified Asphalt.
3. Residue by Distillation: 57%
4. Viscosity at 25°C (Saybolt Furol): 20-100 seconds.
5. pH Range: 6.5 to 8.0

CONTRACT PRICES

THE CITY OF Edinburg

Bid 2025-1 - Purchase of SS-1 Emulsified Asphalt Opening Date: Tuesday October 29, 2024 at 3:00 p.m.

				Asphalt Oil Express	Ergon Asphalt & Emulsions, Inc.	MARTIN ASPHALT COMPANY
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
1	SS-1 Emulsified Asphalt (Proposed price must include Freight, Pump and Hose Charges)	30000	Gallons	$4.00	$3.10	$3.33

The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.

EXHIBIT "B" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND TBD FOR SS-1 EMULSIFIED ASPHALT

EXHIBIT "B" Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

4/30/2025

DATE (MM/DD/YYYY): 10/22/2024

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

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

PRODUCER LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1407257 Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Drive Flowood MS 39232	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : ACE Property and Casualty Insurance Company — 20699 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21082099 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	XSL G47345868	4/30/2024	4/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ XXXXXXX $ 2,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H10754616	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $	Y	Y	G71120892 007	4/30/2024	4/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C5072248A	4/30/2024	4/30/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

21082099
City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT "C" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND TDB FOR SS-1 EMULSIFIED ASPHALT

EXHIBIT "C" Notice to Bidders

INVITATION FOR BID

2025-1

PURCHASE OF SS-1 EMULSIFIED ASPHALT

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: October 9, 2024

DEADLINE FOR QUESTIONS: October 21, 2024

RESPONSE DEADLINE: October 29, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

INVITATION FOR BID

Purchase of SS-1 Emulsified Asphalt

I. Introduction.....

II. Legal Notice .....

III. Instructions, Terms and Conditions.....

IV. Specifications.....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

Attachments:

A - Rules for Electronic Bidding

B - ARPA_Contract_SS-1_Emulsified_Asphalt_Agreement

1. Introduction

1.1. Summary

You are invited to submit a sealed bid for the purchase of CONSTRUCTION MATERIALS (SS-1 Emulsified Asphalt) as requested by the City of Edinburg Streets Department.

1.2. Background

The city of Edinburg reserves the right to extend this contract for Two (2) additional years in One (1) year increments, if the performance of the successful vendor is satisfactory and the unit prices remain unchanged.

1.3. Contact Information

Vincent Romero
Director of Public Works
1201 N. Doolittle
Edinburg, TX 78539
Email: vromero@cityofedinburg.com
Phone: (956) 388-8210

Department:
Public Works

Department Head:
Vincent Romero
Public Works Director

1.4. Timeline

Release Project Date	October 9, 2024
Pre-Proposal Meeting (Non-Mandatory)	October 15, 2024, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/81099313613?pwd=C9i7uNR78W8V2vEXQH9U6CuOFEGvRx.1 Meeting ID: 810 9931 3613 Passcode: 619267
Question Submission Deadline	October 21, 2024, 3:00pm
Proposal Submission Deadline	October 29, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed bids from qualified vendors for Purchase of SS-1 Emulsified Asphalt.

Sealed Bids must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, October 29, 2024.

All sealed bids must be received either electronically or at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, October 29, 2024.

To obtain a copy of the Request for Bids or submit an electronic bid please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg Bid No. 2025-1" to the City Secretary's Office prior to the Bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Proposals to:

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2025-1

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 3:00 pm on Monday, October 21, 2024.

The City of Edinburg reserves the right to reject any or all bids and to waive informalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the proposal for a period of **60 days** without taking action.

Bidder on the work will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964 after Civil Rights Act and federally mandated procurement contract provisions at Appendix II to 2 CFR Part 200.

Respondents choosing to bid or provide proposals on Federally Funded projects must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database at the time a bid or proposal is submitted. Respondents must certify that they have active registration status with SAM.gov and must submit the entity's Unique Entity Identification (UEI) Number with the bid/proposal documents as instructed. Immediately after the bid opening takes place, the City will enter the respondent's UEI number (if provided) into the SAM database. If the respondent is not in ACTIVE status on the database, or if the respondent did not provide a UEI with its bid/proposal, the bid will be deemed non-responsive and disqualified from consideration of award. Entity registration may be completed at www.sam.gov. All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Bid for: Purchase of SS-1 Emulsified Asphalt

INTENT

The services to be provided under this Bid shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for Bid. There is no intention to disqualify any bidder who can meet the requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive.** Each Bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. Bids submitted by facsimile (fax) will not be accepted. Submittal of a Bid in response to this solicitation constitutes an offer by the bidder. Once submitted, Bids become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any Bid regardless of whether that respondent/firm is selected. Submission of a Bid in response to this solicitation, by any respondent, shall indicate that the Bidder(s) has/have accepted the conditions contained in the Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City and the successful bidder otherwise. Bids which do not comply with these requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg before the deadline day and hour. No late Bids will be accepted. Failure to meet Bid requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold Bids **60** days after deadline without taking action. Bidders are required to hold their Bids firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all Bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Bidders are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this Bid in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Bidders are advised that the City of Edinburg is soliciting Bids and award shall be made to the bidder that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written bids. The City also reserves the right to request oral interviews.

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Bids, if so stated in the Request for Bids. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this Bid.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO BID

Bid CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No Bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO BID

If unable to submit a Bid, bidder should return inquiry giving reasons.

LIST OF EXCEPTIONS

The bidder shall attach to his/her Bid a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after **ITEMS** have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package ITEMS is used, its meaning shall refer to the request for Purchase of SS-1 Emulsified Asphalt as specified.

RESPONDENT'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the e-procurement portal as outlined in the Bid. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

Bidders shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Bidder to influence the selection process by any means, other than disclosure of Bids and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Bidder's past performance shall be taken into consideration in the evaluation of BID submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful bidder become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful bidder agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

ADDENDA AND MODIFICATIONS

Bidder shall carefully examine the Bids forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal:https://procurement.opengov.com/portal/cityofedinburg and obtain clarification by addendum prior to submitting any Bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available thru the e-procurement portal, and e-mailed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original Bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their BID Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bid(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five (5) calendar days prior to the date bids must be received. Addendums are available online at https://procurement.opengov.com/portal/cityofedinburg

BID PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a BID or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Bidder agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your BID. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the Bid. A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. All partners shall execute the Bid. Partnership and Individual Bidder shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts $0 - $4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of $5,000 - $14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

The following insurance requirements will be included in all **City contracts of $15,000 or more**.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of $100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

$100,000 each accident

Bodily Injury by Disease:

$100,000 each employee/$500,000 policy limit

Comprehensive General Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury $100,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

City's Protective Liability

Bodily Injury $250,000 each person/$500,000 each occurrence

Property Damage $100,000 each occurrence/$100,000 aggregate

or $500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

3.3. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

The City of Edinburg recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. Requesting Price Adjustment: Upon written request of the Vendor to the City, the City may review evidence of prevailing industry-wide market conditions that warrant an adjustment in Materials prices contained in this Agreement. Such written request must contain at least the following:

- Vendor must tie any price change to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.
- Vendor must include a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the City's Purchasing Manager on the mailing lists for such Publications so that the Purchasing Manager can monitor said changes, such membership shall be at no cost to the City of Edinburg.

2. City's Review and Determination: The City retains the sole and absolute discretion to determine whether to accept any proposed price adjustment. Vendor shall not adjust pricing without written authorization from the City in the form of an amendment to this Agreement. If the City agrees to a price adjustment, such adjustment shall apply to orders made after written authorization required in this Section. For the avoidance of doubt, agreed upon price adjustments shall not apply to orders in process at the time of the adjustment.

3. Price Reductions: Vendor shall notify the City of Edinburg at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for items and /or supplies for which the Vendor was granted a price adjustment shall entitle the City to impose a set-off against payment equal to the difference between the amount charged and the original

contract price. In addition to the right of set-off, the City may also immediately terminate this Agreement.

4. Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless Vendor notifies the City of Edinburg in writing within ten (10) days of expiration of the quarter in which the price increase is in effect that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The City shall have sole and absolute discretion to grant the price increase extension, to deny the price extension, or to impose a new reasonable price based on the information available to the City.

5. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the City may at its own discretion, conduct temporary price adjustment reviews at any time. The City will have the right to review, audit, and/or examine any books, documents, papers, records or invoices that relate to Vendor's performance under this Agreement. Such review, audit, or examination shall occur at any reasonable time and upon at least one (1) day's prior written notice to Vendor. To the extent reasonably possible, Vendor shall make all such records available in electronic form or otherwise available to be accessed through the internet.

6. Price Changes Limits: Notwithstanding the foregoing, no price adjustment shall exceed 25% of the original contract price.

D. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Materials, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Materials, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

c. Any Materials are defective, requiring correction or replacement;

d. City has been required to correct defective Materials or has accepted defective Materials;

e. Liens have been filed in connection with the Materials; or

f. Other items entitle City to a set-off against the payment amount

E. If City imposes any set-off against payment, City will give Vendor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Vendor any amount remaining after deduction of the amount so withheld. City shall promptly pay Vendor the amount so withheld, or any adjustment thereto agreed to by City and Vendor, if Vendor remedies the reasons for such action. The reduction imposed will be binding on Vendor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

F. All fees payable to Vendor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the

City be obligated to pay any of Vendor's employees' taxes. Vendor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

G. Vendor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

4. Specifications

4.1. SS-1 Emulsified Asphalt

The SS-Emulsified Asphalt must comply with the following standards:

- **ASTM D977:** Standard Specification for Emulsified Asphalt
- **AASHTO M 140:** Standard Specification for Emulsified Asphalt
- **Residue by Distillation:** 57% minimum.
- **Viscosity at 25°C (Saybolt Furol):** 20-100 seconds
- **pH Range**: 6.5 to 8.0

4.2. Quantity & Delivery

Delivery - If your Bid is accepted and a contract is executed; you must be able to deliver the Goods and/or Services to Emulsion to be delivered to the Edinburg Service Center located at 1201 N. Doolittle Rd., Edinburg Texas 78541.

Quantity – Based on the City's needs quantities will range from 4,000-5,000 gallons. Proposed price must include freight, pump and hose charge.

*The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.

5. Vendor Questionnaire

5.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. If you have any proprietary documents, please attach the redacted document here.

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Emulsion Asphalt to be delivered to the Edinburg Service Centers location at 1201 N. Doolittle Rd., Edinburg, TX 78541*

☐ Please confirm

*Response required

5.5. Required Forms

*5.5.1. Please fill out and sign the Conflict of Interest Disclosure form and upload here**

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

*Response required

*5.5.2. Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.5.3. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.5.4. Please fill out and sign HB 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states

that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.5.5. Please fill out and sign the Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.5.6. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.5.7. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

*5.5.8. If awarded the 1295 form will need to be provided**

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

☐ Yes
☐ No

*Response required

5.6. ARPA Required Certifications

*5.6.1. Please fill out and sign the System for Award Management Unique Identity Number (UEI#) for and upload.**

Please download the below documents, complete, and upload.

- System_for_Award_Management...

*Response required

5.6.2. *Please fill out and sign the Conflict of Interest Summary of Rules for Respondents and upload here.**

Please download the below documents, complete, and upload.

- Conflict_of_Interest.pdf

*Response required

5.6.3. *Please fill out and sign the Certification of Bidder Regarding Equal Employment Opportunity and upload here.**

Please download the below documents, complete, and upload.

- Certification_of_Bidder_Reg...

*Response required

5.6.4. *Please fill out and sign the Certification of Subcontractor Regarding Equal Employment Opportunity (if applicable) and upload here.*

Please download the below documents, complete, and upload.

- Equal_Opportunity_Employer-...

5.6.5. *Please fill out and sign the Certification of Clean Air and Water and upload here.**

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

*Response required

5.6.6. *Please fill out and sign the Certification Regarding Non-Lobbying Activities and upload here.**

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

*Response required

5.6.7. *Please fill out and sign the Non-Collusion Affidavit and upload here.**

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

*Response required

6. Pricing Proposal

PURCHASE OF SS-1 EMULSIFIED ASPHALT

Proposed price must include Freight, Pump and Hose Charges *The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.

Line Item	Description	Quantity	Unit of Measure	Delivery Charge	Unit Cost	Total
1	SS-1 Emulsified Asphalt (Proposed price must include Freight, Pump and Hose Charges)	30,000	Gallons			
TOTAL						

City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

[ERGON ASPHALT & EMULSIONS, INC.] RESPONSE DOCUMENT REPORT

RFB No. 2025-1

Purchase of SS-1 Emulsified Asphalt

RESPONSE DEADLINE: October 29, 2024 at 3:00 pm

Report Generated: Thursday, November 14, 2024

Ergon Asphalt & Emulsions, Inc. Response

CONTACT INFORMATION

Company:
Ergon Asphalt & Emulsions, Inc.

Email:
karen.sellers@ergon.com

Contact:
Karen Sellers

Address:
11612 RM 2244
Building 1, Suite 250
Austin, TX 78738

Phone:
(512) 469-9292

Website:
N/A

Submission Date:
Oct 29, 2024 9:01 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Proposal*
Pass

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

IFB_2025-1_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.
No response submitted

3. Please upload your current insurance certificate.*
Pass

Please upload your current insurance certificate.

Certificate_of_Liability_Insurance.pdf

4. Emulsion Asphalt to be delivered to the Edinburg Service Centers location at 1201 N. Doolittle Rd., Edinburg, TX 78541*
Pass

Confirmed

5. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST.pdf

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

Company_Providing_Proposal_General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Pass

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

Litigation_Disclosure_Form.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and

2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

House_Bill_89_Verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*
Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

Senate_Bill_13_Verification.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*
Pass

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

Senate_Bill_19_Verification.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*
Pass

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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 Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement 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.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Conflict_of_Interest_Questionnaire_-_Form_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*
Pass

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. For more information go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/filinginfo/1295/

Yes

6. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- System for Award Management...

System_for_Award_Management_Registration_and_Activation.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST SUMMARY OF RULES FOR RESPONDENTS AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Conflict_of_Interest.pdf

City_of_Edinburg_Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Certification_of_Bidder_Reg...

Certification_of_Bidder_Regarding_Equal_Employment_Opportunity.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY (IF APPLICABLE) AND UPLOAD HERE.
Please download the below documents, complete, and upload.

- Equal_Opportunity_Employer-...

No response submitted

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Clean_Air_and_Water.pdf

Clean_Air_and_Water_Certification.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Lobbying_Activities.pdf

Certification_on_Non-Lobbying_Activities.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit_of_...

Non-Collusion_Affidavit_of_Prime_Bidder-Subcontractor.pdf

PRICE TABLES

PURCHASE OF SS-1 EMULSIFIED ASPHALT

Proposed price must include Freight, Pump and Hose Charges *The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.

Line Item	Description	Quantity	Unit of Measure	Delivery Charge	Unit Cost	Total
1	SS-1 Emulsified Asphalt (Proposed price must include Freight, Pump and Hose Charges)	30,000	Gallons	0.25/GAL	$3.10	$93,000.00
TOTAL						$93,000.00

6. Pricing Proposal

PURCHASE OF SS-1 EMULSIFIED ASPHALT

Proposed price must include Freight, Pump and Hose Charges *The contract is being awarded based on the UNIT PRICE, and quantities are only an estimate, subject to increase or decrease to accommodate changes in project scope, schedules, locations, and funding.

Line Item	Description	Quantity	Unit of Measure	Delivery Charge	Unit Cost	Total
1	SS-1 Emulsified Asphalt (Proposed price must include Freight, Pump and Hose Charges)	30,000	Gallons	$0.25/GAL	$2.85/GAL	$3.10/GAL
TOTAL		30,000	GALLONS x $3.10 = $93,000.00			

Federal Environmental Fee will be added to above prices at rate of $ .49770/ton for asphalt & polymer loads or $ .00150/gal for emulsion loads.

THIS BID IS FOR FULL TRANSPORT LOADS OF 5,500 GALLONS. FREIGHT IS BASED ON A FULL TRANSPORT LOAD, EVEN IF A FULL LOAD OF MATERIAL IS NOT ORDERED. THE COMMON CARRIER BILLS DEMURRAGE AT $100.00 PER HOUR, AFTER THE SECOND HOUR. RETURN FREIGHT IS ONE-HALF OF THE OUTGOING TARIFF. FOR EQUIPMENT ORDERED, BUT NOT USED, CARRIER MAY CHARGE UP TO $400.00.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/30/2025 | 10/22/2024

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

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

PRODUCER: LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1407257 Ergon Asphalt & Emulsions, Inc. 2829 Lakeland Drive Flowood MS 39232	INSURER A : ACE American Insurance Company — NAIC # 22667 INSURER B : ACE Property and Casualty Insurance Company — NAIC # 20699 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21082099 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	XSL G47345868	4/30/2024	4/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ XXXXXXX $ 2,000,000 $ 10,000,000 $ 10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H10754616	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	G71120892 007	4/30/2024	4/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C5072248A	4/30/2024	4/30/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

21082099
City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

Named Insured Schedule

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Ergon Asphalt Holdings, LLC
Western States Trucking, LLC
Crafco, Inc.
Tricor Refining, LLC
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon Moda St. James, LLC
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC
Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.
Ergon Oil (Singapore) Pte.Ltd
Ergon Oil (Indonesia)
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC

Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.
Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Ergon Construction Group, Inc.
Ergon Construction Group, Inc. dba Alliant Construction
Ergon Construction Group, Inc. dba Ergon Maintenance Services
Bryan & Bryan Asphalt, LLC
TABB Management Services, LLC
Trinity Asphalts, Ltd.
BMR Transport, Inc.
Ergon Construction Group, Inc. dba ISO Services
Bryan & Bryan Trucking, LLC
Ergon Asfaltos México HC, LLC
Ergon México HC, LLC
Ergon Chemicals, LLC
Resinall Corporation
Ergon Midstream LLC
OOGC Disposal Company I, LLC
Ergon Appalachia, LLC

Ergon Appalachian Compression, LLC
MOGoil GmbH
Associated Asphalt Bristol LLC
Associated Asphalt BT LLC
Associated Asphalt Charlotte LLC
Associated Asphalt Columbia LLC
Associated Asphalt Conley LLC
Associated Asphalt CPI LLC
Associated Asphalt Distribution LLC
Associated Asphalt EP LLC
Associated Asphalt Gainesville LLC
Associated Asphalt Greensboro LLC
Associated Asphalt Hopewell LLC
Associated Asphalt Inman LLC
Associated Asphalt KMP LLC
Associated Asphalt KMR LLC
Associated Asphalt KMW LLC
Associated Asphalt Lake City LLC
Associated Asphalt Marketing LLC
Associated Asphalt Martinsburg LLC
Associated Asphalt NS LLC
Associated Asphalt Partners LLC
Associated Asphalt Roanoke LLC
Associated Asphalt Salisbury LLC
Associated Asphalt Savannah LLC
Associated Asphalt Tampa LLC
Associated Asphalt TF LLC
Associated Asphalt TM LLC
Associated Asphalt Transport LLC
Associated Asphalt Winston-Salem
Associated Asphalt, Inc.
Road Holdings III, L.L.C.
Blue Ridge Asphalt II, LLC

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

OCTOBER 28, 2024

Company/Vendor Name:

ERGON ASPHALT & EMULSIONS, INC.

Printed Name and Title:

KAREN SELLERS, ACCOUNT SPECIALIST

Authorized Signatory:

Karen Sellers

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: ERGON ASPHALT & EMULSIONS, INC.
(Full, correct legal name)

- Address: 11612 RM 2244, BUILDING 1, SUITE 250
  AUSTIN, TEXAS 78738
- Telephone/Fax: (512) 469-9292 / (512) 469-0391 FAX
- Email address: karen.sellers@ergon.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
   Yes____ No_X_

3. Is your Company authorized and/or licensed to do business in Texas? Yes_X_ No____

4. Where is the Company's corporate headquarters located? JACKSON, MISSISSIPPI

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No_X_

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

   c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No_X_

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

   Name: KAREN SELLERS
   Address: 11612 RM 2244, BUILDING 1, SUITE 250, AUSTIN, TEXAS 78738
   Telephone: (512) 469-9292
   Fax: (512) 469-0391
   Email: karen.sellers@ergon.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (x).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - a) *means, with respect to the entity or association, to:*
     - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - b) *does not include:*
     - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

KAREN SELLERS / ERGON ASPHALT & EMULSIONS, INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7 Karen Sellers

Signature of vendor doing business with the governmental entity

KAREN SELLERS

OCTOBER 28, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: LLKJHFR964B6

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

OCTOBER 28, 2024

Company/Vendor Name:

ERGON ASPHALT & EMULSIONS, INC.

Printed Name and Title:

KAREN SELLERS, ACCOUNT SPECIALIST

Authorized Signatory:

Karen Sellers

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: ERGON ASPHALT & EMULSIONS, INC.

Address and Zip Code: 11612 RM 2244, BUILDING 1, SUITE 250

AUSTIN, TEXAS 78738

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes _____ No __X__ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No __X__ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required __X__

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

KAREN SELLERS, ACCOUNT SPECIALIST

(Name and Title of Signer – please type)

Karen Sellers

Signature

OCTOBER 28, 2024

Date

HUD 4238

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR:_____ PROJECT #: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE DATE

CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR:_____ PROJECT #: _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY SUBCONTRACTOR

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.

   _____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.

   _____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions, including SF-100.

   _____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.

   _____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE DATE

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Karen Sellers

Name of Contractor's Authorized Official: KAREN SELLERS

Title of Contractor's Authorized Official: ACCOUNT SPECIALIST

Date: OCTOBER 28, 2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

KAREN SELLERS	ACCOUNT SPECIALIST
NAME	TITLE
Karen Sellers	OCTOBER 28, 2024
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of ~~Hidalgo~~) Travis
City of ~~Edinburg~~) Austin

Karen Sellers, being the first duly sworn, deposes and says that:

1. ~~He~~/she is Account Specialist (Owner, partner, etc.) of Ergon Asphalt & Emulsions, Inc. (Company) the Bidder that has submitted the attached Bid;

2. ~~He~~/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Karen Sellers
KAREN SELLERS

Date: October 28, 2024

Title: Account Specialist

Notary: Lisa Van Winkle
LISA VAN WINKLE

(Apply Notary Seal)

(Print or type names under all signatures)

LISA VAN WINKLE
My Notary ID # 130641670
Expires April 5, 2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2025 — 10/22/2024

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

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

PRODUCER
LOCKTON COMPANIES, LLC
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1407257 Ergon Asphalt & Emulsions, Inc.
2829 Lakeland Drive
Flowood MS 39232

COVERAGES **CERTIFICATE NUMBER:** 21082099 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	XSL G47345868	4/30/2024	4/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ XXXXXXX $ 2,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	JSA H10754616	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	G71120892 007	4/30/2024	4/30/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C5072248A	4/30/2024	4/30/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

21082099
City of Edinburg
415 W. University Drive
Edinburg TX 78541

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

Named Insured Schedule

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Ergon Asphalt Holdings, LLC
Western States Trucking, LLC
Crafco, Inc.
Tricor Refining, LLC
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon Moda St. James, LLC
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC
Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.
Ergon Oil (Singapore) Pte.Ltd
Ergon Oil (Indonesia)
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC

Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.
Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Ergon Construction Group, Inc.
Ergon Construction Group, Inc. dba Alliant Construction
Ergon Construction Group, Inc. dba Ergon Maintenance Services
Bryan & Bryan Asphalt, LLC
TABB Management Services, LLC
Trinity Asphalts, Ltd.
BMR Transport, Inc.
Ergon Construction Group, Inc. dba ISO Services
Bryan & Bryan Trucking, LLC
Ergon Asfaltos México HC, LLC
Ergon México HC, LLC
Ergon Chemicals, LLC
Resinall Corporation
Ergon Midstream LLC
OOGC Disposal Company I, LLC
Ergon Appalachia, LLC

Ergon Appalachian Compression, LLC
MOGoil GmbH
Associated Asphalt Bristol LLC
Associated Asphalt BT LLC
Associated Asphalt Charlotte LLC
Associated Asphalt Columbia LLC
Associated Asphalt Conley LLC
Associated Asphalt CPI LLC
Associated Asphalt Distribution LLC
Associated Asphalt EP LLC
Associated Asphalt Gainesville LLC
Associated Asphalt Greensboro LLC
Associated Asphalt Hopewell LLC
Associated Asphalt Inman LLC
Associated Asphalt KMP LLC
Associated Asphalt KMR LLC
Associated Asphalt KMW LLC
Associated Asphalt Lake City LLC
Associated Asphalt Marketing LLC
Associated Asphalt Martinsburg LLC
Associated Asphalt NS LLC
Associated Asphalt Partners LLC
Associated Asphalt Roanoke LLC
Associated Asphalt Salisbury LLC
Associated Asphalt Savannah LLC
Associated Asphalt Tampa LLC
Associated Asphalt TF LLC
Associated Asphalt TM LLC
Associated Asphalt Transport LLC
Associated Asphalt Winston-Salem
Associated Asphalt, Inc.
Road Holdings III, L.L.C.
Blue Ridge Asphalt II, LLC

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

OCTOBER 28, 2024

Company/Vendor Name:

ERGON ASPHALT & EMULSIONS, INC.

Printed Name and Title:

KAREN SELLERS, ACCOUNT SPECIALIST

Authorized Signatory:

Karen Sellers

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: ERGON ASPHALT & EMULSIONS, INC.
(Full, correct legal name)

- Address: 11612 RM 2244, BUILDING 1, SUITE 250
  AUSTIN, TEXAS 78738
- Telephone/Fax: (512) 469-9292 / (512) 469-0391 FAX
- Email address: karen.sellers@ergon.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
   Yes____ No_X_

3. Is your Company authorized and/or licensed to do business in Texas? Yes_X_ No____

4. Where is the Company's corporate headquarters located? JACKSON, MISSISSIPPI

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No_X_

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

   c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No_X_

   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

   Name: KAREN SELLERS
   Address: 11612 RM 2244, BUILDING 1, SUITE 250, AUSTIN, TEXAS 78738
   Telephone: (512) 469-9292
   Fax: (512) 469-0391
   Email: karen.sellers@ergon.com

8. Surety Information

   Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
   Yes ( ) No (x).
   If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (x)
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.
N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

   1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

SENATE BILL 13 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

SENATE BILL 19 VERIFICATION

I, KAREN SELLERS, the undersigned representative of

ERGON ASPHALT & EMULSIONS, INC., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*

Karen Sellers

SIGNATURE OF COMPANY REPRESENTATIVE:

KAREN SELLERS, ACCOUNT SPECIALIST

TYPE/PRINT NAME AND TITLE:

OCTOBER 28, 2024

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

KAREN SELLERS / ERGON ASPHALT & EMULSIONS, INC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) N/A

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). N/A

7 Karen Sellers

Signature of vendor doing business with the governmental entity

KAREN SELLERS

OCTOBER 28, 2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: LLKJHFR964B6

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors/vendors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

* Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

* Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

* To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

OCTOBER 28, 2024

Company/Vendor Name:

ERGON ASPHALT & EMULSIONS, INC.

Printed Name and Title:

KAREN SELLERS, ACCOUNT SPECIALIST

Authorized Signatory:

Karen Sellers

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has files all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: ERGON ASPHALT & EMULSIONS, INC.

Address and Zip Code: 11612 RM 2244, BUILDING 1, SUITE 250

AUSTIN, TEXAS 78738

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.
   Yes _____ No __X__ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes _____ No __X__ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required __X__

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

KAREN SELLERS, ACCOUNT SPECIALIST
(Name and Title of Signer – please type)

Karen Sellers
Signature

OCTOBER 28, 2024
Date

HUD 4238

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

1. Any facility to be used in the performance of this proposed contract is not listed on the Environmental Protection Agency List of Violating Facilities;

2. The bidder will immediately notify the Procuring Agency, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Bidder proposes to use for the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities; and

3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Karen Sellers

Name of Contractor's Authorized Official: KAREN SELLERS

Title of Contractor's Authorized Official: ACCOUNT SPECIALIST

Date: OCTOBER 28, 2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

KAREN SELLERS	ACCOUNT SPECIALIST
NAME	TITLE
Karen Sellers	OCTOBER 28, 2024
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of ~~Hidalgo~~) Travis
City of ~~Edinburg~~) Austin

Karen Sellers, being the first duly sworn, deposes and says that:

1. ~~He~~/she is Account Specialist (Owner, partner, etc.) of Ergon Asphalt & Emulsions, Inc. (Company) the Bidder that has submitted the attached Bid;

2. ~~He~~/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Karen Sellers
KAREN SELLERS

Date: October 28, 2024

Title: Account Specialist

Notary: Lisa Van Winkle
LISA VAN WINKLE

(Apply Notary Seal)

(Print or type names under all signatures)

LISA VAN WINKLE
My Notary ID # 130641670
Expires April 5, 2028

EXHIBIT "D" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND TBD FOR SS-1 EMULSIFIED ASPHALT

Exhibit "D" Assurance of Compliance with Civil Rights Requirement

SYSTEM FOR AWARD MANAGEMENT
REGISTRATION AND ACTIVATION

Any business choosing to bid or provide proposals on Federally Funded projects, must be currently REGISTERED and ACTIVE in the System for Awards Management (SAM) database, at the time a bid or proposal is submitted. This database is the primary federal registrant portal for the collecting, validating, storing and disseminating data on federal awards. SAM is an official website of the U.S. government and there is no cost to register on this site.

1. Does your organization have ACTIVE REGISTRATION status with SAM.gov?
   _X_ Yes ____ No

2. If so, please provide you organizations ***Unique Entity ID (UEI#)***: LLKJHFR964B6

Note: Immediately after the bid opening takes place, the City will enter the bidder's UEI number (if provided) into the SAM database search engine. If the prospective bidder is not listed as ACTIVE on the database, or if the prospective bidder does not provide a UEI with its bid, the bid will be deemed non-responsive and disqualified from consideration of award.

To register, please access the following internet website: http://www.sam.gov.

What is the UEI?

Beginning April 4, 2022, the federal government will stop using the DUNS number issued by Dun and Bradstreet to uniquely identify entities. At that point, entities doing business with the federal government will use a Unique Entity Identifier (UEI) number assigned in SAM.gov and will no longer use a third-party website to obtain their identifier number. Entities are able to manage organizational information, such as legal business name and physical address associated with a UEI number, directly from SAM.gov.

How do I register with SAM?

To register with SAM, go to the System for Award Management (SAM) site. Follow the online instructions to complete SAM registration. If you have any questions please contact the Federal Service Desk at www.FSD.gov. Their phone number is (866) 606-8220.

THE CITY OF Edinburg

CONFLICT OF INTEREST

DISCLOSURE

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I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____

_____

_____

Date:

OCTOBER 28, 2024

Company/Vendor Name:

ERGON ASPHALT & EMULSIONS, INC.

Printed Name and Title:

KAREN SELLERS, ACCOUNT SPECIALIST

Authorized Signatory:

Karen Sellers

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes _____ No _____ None Required __X__

4. If answer to Item 3 is "No", please explain in detail on the reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

KAREN SELLERS, ACCOUNT SPECIALIST
(Name and Title of Signer – please type)

Karen Sellers
Signature

OCTOBER 28, 2024
Date

HUD 4238

EXHIBIT "E" FOR AGREEMENT BETWEEN THE CITY OF EDINBURG AND TBD FOR SS-1 EMULSIFIED ASPHALT

Exhibit "E" Federally Mandated Contract Provisions Appendix II 2 CFR 200

CLEAN AIR AND WATER CERTIFICATION

(For all contracts exceeding $100,000 including indefinite quantities where the amount is expected to exceed $100,000 in any year)

The Bidder certifies that:

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3. The Bidder will include a certification substantially the same as this certification, including this paragraph, in every non-exempt subcontract.

Signature of Contractor's Authorized Official: Karen Sellers

Name of Contractor's Authorized Official: KAREN SELLERS

Title of Contractor's Authorized Official: ACCOUNT SPECIALIST

Date: OCTOBER 28, 2024

CERTIFICATION ON NON-LOBBYING ACTIVITIES

CERTIFICATION FOR CONTRACTS, GRANTS, AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the Award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

KAREN SELLERS	ACCOUNT SPECIALIST
NAME	TITLE
Karen Sellers	OCTOBER 28, 2024
SIGNATURE	DATE

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Texas)
County of ~~Hidalgo~~) Travis
City of ~~Edinburg~~) Austin

Karen Sellers, being the first duly sworn, deposes and says that:

1. ~~He~~/she is Account Specialist (Owner, partner, etc.) of Ergon Asphalt & Emulsions, Inc. (Company) the Bidder that has submitted the attached Bid;

2. ~~He~~/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the City of Edinburg;

5. No member of the City Council, or any person in the employ of the City is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and,

6. The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

7. I have read and understand the document and agree(s) to comply with the terms and conditions contained as the date hereof;

8. I the Bidder am not indebted to the City of Edinburg in any form or manner.

Signature: Karen Sellers
KAREN SELLERS

Date: October 28, 2024

Title: Account Specialist

Notary: Lisa Van Winkle
LISA VAN WINKLE

(Apply Notary Seal)

(Print or type names under all signatures)

LISA VAN WINKLE
My Notary ID # 130641670
Expires April 5, 2028

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: December 3, 2024
CONSENT AGENDA
Agenda Item No: 12.G.
New Firewall

1. **Agenda Item:**
Consider Authorizing the Purchase of a Firewall Network Appliance from MGT Through the Department of Information Resources Contract No. DIR-CPO-4864 in the Amount of $131,766 and Authorize the City Manager to Execute Any Documents Relating Thereto. [Daniel Vera, Director of Information Technology]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

While technology enables us to provide excellent services and streamline internal processes, we must also ensure that the City's cyber hygiene and infrastructure are regularly enhanced to prevent incidents and maintain business continuity.

It is crucial to recognize the significant role technology plays in the City's success. The City of Edinburg is committed to safeguarding its residents, information systems, and services from cybersecurity threats. To address evolving and escalating risks, it's imperative to regularly assess the City's technological infrastructure. The IT Department ensures the security of the City's network and information systems.

The acquisition of the Firewall Appliance will enhance the technology infrastructure's capabilities. It will provide visibility into the City's network, enabling proactive monitoring and tracking of lateral movements, thereby strengthening Edinburg's overall cybersecurity posture.

Upon approval following the procurement process, the appliance will be implemented within four weeks. This item is budgeted under the IT Department’s Capital Outlay account for FY 2024-2025. As a member of the Texas Department of Information Resources Cooperative Purchasing Program, the City complies with Texas State Procurement Statutes and secures competitive pricing that would not be attainable otherwise.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of a Firewall Network Appliance from MGT Through the Department of Information Resources Contract No. DIR-CPO-4864 in the Amount of $131,766 and Authorize the City Manager to Execute Any Documents Relating Thereto.

Reviewed by: **Prepared by:**

Nelda Ramirez, Assistant City Manager

Daniel Vera, Director of Information Technology

Attachments:

A. CoE Palo Alto3430-v3Q-33868_Redacted

Q-33868

Layer 3 Communications
4856 Research Drive
San Antonio, TX TX
Phone: (844) 552-9373
Fax: (866) 535-3925

Presented To:
City of Edinburg
415 W University Dr.
Edinburg, Texas 78539

Date: 11/18/2024
Valid Until: 12/18/2024
Terms: NET 30

ATTN: Danny Vera
(956) 388-1805
dvera@cityofedinburg.com

Contract #: DIR-CPO 4864

Submitted By: Manny Elizalde
melizalde@layer3com.com

The City of Edinburg - [redacted] Firewall (3 Year)

[redacted] Hardware

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXT COST
[redacted]	[redacted]	1	$55,650.00	$26,155.50	$26,155.50
			[redacted] Hardware Subtotal:		$26,155.50

Palo Alto Subscription 3-Yr

PART NUMBER	DESCRIPTION	QTY	TERM	LIST PRICE	UNIT COST	EXT COST
[redacted]-3YR	[redacted] subscription, 3 years (36 months) term.	1	3-yr	$30,140.00	$16,577.00	$16,577.00
[redacted] CORESEC-3YR	[redacted] Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, [redacted] Advance DNS Security and SD-WAN), 3 years (36 months) term	1	3-yr	$112,690.00	$61,979.50	$61,979.50
				[redacted] Subscription 3-Yr Subtotal:		$78,556.50

[redacted] Premium Support 3-Yr

PART NUMBER	DESCRIPTION	QTY	TERM	LIST PRICE	UNIT COST	EXT COST
[redacted]-3YR	Premium support 3-year term, [redacted]	1	3-yr	$30,060.00	$27,054.00	$27,054.00
				[redacted] Premium Support 3-Yr Subtotal:		$27,054.00

[redacted] Training

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXT COST
[redacted] TRAINING-100	TRAINING [redacted] : Training Credit - To be redeemed with Authorized Training Partners (ATPs).Enroll with Westcon s authorized global training center at https:// synnex.arlo.co/w/courses/cat-2[redacted]/	80	$0.00	$0.00	$0.00
				[redacted] Training Subtotal:	$0.00

Billing Terms	One Time

Total Cost	$131,766.00

Drop Shipped / No Pro-Services