LOC
6/18/15
Item No. 7

AN ORDINANCE 2015-06-18-0526

AUTHORIZING A CONTRACT WITH WHELAN SECURITY CO. TO PROVIDE EVENT SECURITY SERVICES AT THE ALAMODOME ON AN AS-NEEDED BASIS FOR AN ESTIMATED AMOUNT OF $240,000.00, ANNUALLY.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) for unarmed, non-commissioned event public safety staff to provide supplemental security services for events held at the Alamodome; and

WHEREAS, four responses were received and evaluated; and

WHEREAS, staff recommends Whelan Security Co. for award of this contract; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The proposal submitted by Whelan Security Co. to provide the City with supplemental event public safety staff is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary and RFCSP are attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. Amounts will be encumbered upon issuance of purchase orders, and payment is authorized to Whelan Security Co. All expenditures will be in accordance with the Fiscal Year 2015 and subsequent budgets that fall within the term period of this contract approved by City Council.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 18th day of June, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**7 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E)**
Date:	06/18/2015
Time:	10:00:14 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a contract with Whelan Security Co. to provide event security services at the Alamodome on an as-needed basis for an estimated amount of $240,000.00 annually. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

RFCSP Alamodome Supplemental Event Public Safety Staff Final Score Summary RFx 6100005637 Interviews .	Maximum Points	Andy Frain Services 761 Shoreline Drive Aurora, IL 60504	Contemporary Services Corporation 17101 Superior St. Northridge, CA 91325	Whelan Security Co. 1700 West Highway 36, Suite 225 Roseville, MN 55113
A - Experience, Background, Qualifications	40	35.00	27.00	35.60
B - Proposed Plan	30	23.20	17.40	27.20
A - B SUB-TOTAL	70	**58.20**	**44.40**	**62.80**
C - Price Schedule	20	18.78	20.00	17.92
D - SBEDA - SBE Prime Contract Program	10	0.00	0.00	0.00
C - D SUB-TOTAL	30	**18.78**	**20.00**	**17.92**
TOTAL SCORE	100	**76.98**	**64.40**	**80.72**
RANK BASED ON TOTAL SCORE		**2.00**	**3.00**	**1.00**

EXHIBIT I

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: **6100005637**
RFCSP 15-039

ANNUAL CONTRACT FOR ALAMODOME SUPPLEMENTAL EVENT PUBLIC SAFETY STAFF

Date Issued: FEBRUARY 25, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM, CT MARCH 27, 2015

Proposals may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address:
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR ALAMODOME EVENT PUBLIC SAFETY STAFF"

Proposal Due Date: 2:00 PM, CT March 27, 2015

RFCSP No.: 6100005637

Respondent's Name and Address

Proposal Bond: YES Performance Bond: YES Payment Bond: NO Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements:

See Instructions for Respondents and Attachments sections for more information on these requirements.

Pre-Proposal Conference * YES

* If YES, the Pre-Proposal Conference will be held on March 9, 2015 at 3:30 PM, CT, at Alamodome, 100 Montana Street, Administrative Offices Large Conference Room, 3rd Floor-Mezzanine Level, San Antonio, Texas, 78203.

A site tour will be held at the Alamodome, 100 Montana, San Antonio, Texas, 78203, immediately following the Pre-Proposal Conference.

Staff Contact Person: LINDA BEAL, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: LINDA.BEAL@SANANTONIO.GOV

SBEDA Contact Information: Michael Sindon, (210) 207-3957, Michael.Sindon@sanantonio.gov

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS 2
003 - INSTRUCTIONS FOR RESPONDENTS 3
004 - SPECIFICATIONS / SCOPE OF SERVICES 11
005 - SUPPLEMENTAL TERMS & CONDITIONS 17
006 - GENERAL TERMS & CONDITIONS 22
007 - SIGNATURE PAGE 27
008 - STANDARD DEFINITION 28
009 - ATTACHMENTS 30

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, eight copies, and one copy of the of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Proposals. Submit one proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposals sent to City by facsimile or email shall be rejected.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

City shall not be responsible for lost or misdirected proposals or modifications.

Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: http://www.sanantonio.gov/purchasing/. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Proposals. Alternate proposals may be allowed at the sole discretion of City.

Hard Copy Alternate Proposals. Alternate proposals must be submitted in separate sealed envelopes in the same manner as submission of other proposals. Alternate proposals must be marked consecutively on the envelope as Alternate Proposal No. 1, 2, etc. Failure to submit alternate proposals in separate envelopes may result in rejection of a proposal.

Electronic Alternate Proposals. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

Catalog Pricing. (This section applies to proposals using catalog pricing.)

The proposal will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for proposals submitted on paper, or PDF file for proposals submitted electronically.

Respondents may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall proposal evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before March 17, 2015, 2:00PM CT. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Michael Sindon. Mr. Sindon may be reached by telephone at (210) 207-3957 or by e-mail at Michael.Sindon@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation

process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. A Site Tour will begin at the conclusion of the conference.

The City of San Antonio will make the pre-submittal conference accessible via conference call. If interested to participate via conference call, please RSVP no later than **2:00 p.m. on Wednesday, March 4, 2015** to the contact person located in the Restrictions on Communication Section 003 of this RFCSP. Please call in promptly at the scheduled pre-submittal conference date and time described on the first page of this solicitation using the below dial-in access information:

An additional Pre-Submittal Conference by teleconferencing has been scheduled for March 17, 2015 at 1:00 p.m. Central Time. Please call in promptly at the scheduled teleconferencing pre-submittal conference date and time using the below dial-in access information

Conference Call Number: 1-877-226-9790

Access Code: 4511640

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to RFCSP.

Changes to this RFCSP made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

Preparation of Proposals.

All information required by the RFCSP must be furnished or the proposal may be deemed non-responsive and rejected. Any ambiguity in the proposal as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

Correct Legal Name. If Respondent is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the proposal may be rejected.

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. All proposals are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only.

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the proposal. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Respondents must not include such taxes in proposal prices. An exemption certificate will be signed by City where applicable upon request by Respondent after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Proposals submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with proposal response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with proposal specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Respondents shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFCSP. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

Confidential or Proprietary Information. All proposals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee

that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s) shall be at the prices stated in the proposal, and shall be subject to Respondent's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

Respondent must sign and submit the rider, if attached to this RFCSP, with its proposal, indicating whether Respondent wishes to allow other Entities to use its proposal. Respondent shall sign and return any subsequently issued riders within ten calendar days of receipt. Respondent's decision on whether to allow other Entities to use the proposal shall not be a factor in awarding this RFCSP.

Costs of Proposing. Respondent shall bear any and all costs that are associated with the preparation of the Proposal, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

The proposal does not strictly conform to law or the requirements of the solicitation;

The proposal is conditional; or

Any other reason that would lead City to believe that the proposal is non-responsive or Respondent is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any proposal, such as failure to submit sufficient proposal copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at Purchasing & General Services, Riverview Tower, 11th floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

Prospective respondents must prove beyond any doubt to the City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the proposal price during proposal evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or proposals, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San

Antonio, TX 78205." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form to the City Clerk for you.

PART B

SUBMISSION REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, submit one original, eight copies, signed in ink and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFCSP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment B.

DISCRETIONARY CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment C which is posted separately or Respondent may download a copy at:

https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf

Instructions for completing the Discretionary Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment E.

PROPOSAL BOND. Respondent must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $5,000. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Proposal Bond will be disqualified.

For hard copy proposal, the original proposal bond must accompany the bid submission. For electronic submissions, Respondent must provide the original proposal bond to the Office of the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB) TRACKING FORM. Complete, sign and submit VOSB form found in this RFCSP as Attachment F.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

SIGNATURE PAGE. If submitting a hard copy proposal, Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment O.

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with 252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (40 points)

Proposed Plan (30 points)

Price (20 points)

Small Business Economic Development Advocacy Program (SBEDA) - Small Business Enterprise (SBE) Prime Contract Program: (10 points)

004 – SPECIFICATIONS / SCOPE OF SERVICES

4.0 BACKGROUND

4.0.1 The City of San Antonio's Convention and Sports Facilities Department is soliciting proposals for a Contractor (hereafter "Contractor"), to supply unarmed, non-commissioned event public safety staff to provide event security services (hereafter "Service or Services") for events held at the Alamodome (hereafter "Facility"), located at 100 Montana Street, San Antonio, Texas 78203, on an as needed basis, in accordance with the specifications listed herein. **Due to the nature of the events held at this facility such as concerts, with national or international stars or professional sporting events, the contractor must be able to provide as many as 400 or more security staff at a single event.**

4.0.2 The Contractor will perform and manage these Services to ensure the highest standards of quality and efficiency consistent with overall best value. Contractor's core business, professional qualifications, technical competence, and specialized skill and experience should demonstrate its commitment and dedication, as well as ability and willingness, to provide the Services as specified herein and competently manage and supervise its staff and other resources to provide quality Services in a consistent, efficient, safe and accountable manner. Contractor shall perform its obligations hereunder, including the management and operation of the Services with integrity and good faith and consistent with the terms of this Agreement at all times. The scope of such duty specifically includes, without limitation, the duty to maintain the quality of Contractor's Services at a level commensurate with the highest standards in the industry. Quality, professionalism, customer service and safety are of paramount importance with regard to the provision of all Services under this Agreement. All Services must be delivered consistently in a timely, effective and efficient manner. Contractor is required to submit an Operational, Management and Quality Assurance Plan as detailed in Attachment A, Part Three. This plan shall be used to ensure that Contractor meets or exceeds its obligations at all times under this Agreement. Deviations from the plan may be considered a material breach of this Agreement and may result in termination of the Agreement. Contractor shall amend the plan as directed by City during the term of the Agreement and any renewals thereof, if City finds the plan inadequate to meet the scope of services described herein.

4.0.3 The 65,000 seat multi-purpose Facility is one of the most versatile venues in the world with diverse programming that includes conventions, trade and consumer shows, family and entertainment shows, community and civic events, concerts, and sporting events.

4.0.4 The Facility, in its 21st year of operation, has established a stellar reputation for hosting events of all types and sizes. The Facility has hosted large events such as the NCAA Men's Final Four, Valero Alamo Bowl, the U.S. Army Bowl, the 2014 San Antonio Spurs Championship Celebration, and large concerts, such as the George Strait "Cowboy Rides Away" event in 2013. The Facility is also the home stadium for the University of Texas at San Antonio football program and will be the host of the 2018 NCAA Final Four tournament.

4.0.5 The security and safety of patrons, employees, and business partners is top priority. To accomplish this objective, the Facility enlists supplemental public safety services as needed. Supplemental public safety services include, but are not limited to, screening patrons entering the Facility, performing bag checks, securing restricted areas, and providing a visible security presence during events and responding to various types of incidents.

4.1 CONTRACTOR REQUIREMENTS

4.1.1 The Contractor must have provided similar services at like-type facilities (stadium, arena, or convention center) for a period of not less than five (5) years, immediately preceding the bid date. Contractor shall hire, train, and make available event public safety staff who are knowledgeable and skilled in the area of event security services. Estimated annual staffing hours are as follows:

Position	Hours
Event Public Safety Manager	2,080
Event Public Safety Supervisor	1,000
Event Public Safety Officer	9,500

4.1.2 The Contractor, in accordance with the terms, provisions, and requirements of this Agreement shall manage, perform and provide all activities and Services outlined in this RFCSP and Contractor's proposal. Modifications or alterations to the Scope of Services may be made only pursuant to a written change order issued by the City in accordance with the section 005 Supplemental Terms and Conditions of this RFCSP.

4.1.3 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of this rule, regulation, or law.

4.1.4 City shall designate a Facility Representative to serve as a liaison between the City and Contractor. In the event that the Facility Representative is unavailable, the identity of an alternate liaison for any Service Request or event shall be disclosed to Contractor prior to the start of such Service Request or event. The Facility Representative or alternate liaison shall be responsible, to the extent possible, in assisting the Contractor with any problems which may arise with the Facility that may impair or impede Contractor's ability to perform its Services.

4.1.5 Contractor shall perform all Services in a superior workman like manner, satisfactory to the City.

4.1.6 All Services provided under the Scope of this Agreement must be in accordance with the specifications and requirements listed herein and Contractor agrees that the City reserves the right to cancel this Agreement due to non-conformance, non-performance, or unsatisfactory performance.

4.1.7 City will provide a City radio for the Event Public Safety Manager. Contractor shall be responsible for supplying Event Public Safety Manager and all of its supervisors with handheld two-way radios (or a communications device determined by the City) for communication with their staff in a number sufficient for event staffing needs. Contractor shall procure a system that functions in the Facility and if requested by Facility Representative, provide to Facility staff separate radios to communicate with Contractor staff. The number of radios provided to Facility staff shall be determined by City. Contractor is responsible for the provision and maintenance of all radios. If Contractor damages or loses any City-owned radios, it will reimburse City for the entire replacement cost. Contractor's staff shall not utilize the same radio frequency as Facility staff when communicating amongst themselves.

4.1.8 Contractor staff shall practice energy and environmental conservation to the greatest extent feasible for the performance of the Services herein. This includes, but is not limited to, turning off lights in unused areas except those which are centrally controlled and complying with recycling programs.

4.1.9 The Contractor shall ensure that all logs, incident and daily reports shall be submitted to the City no later than the end of the event day. The Contractor will maintain all required reports in a detailed, neat and legible manner. The Contractor shall notify City of hazards, safety violations or other conditions that pose an unsafe condition. In addition to performing screening and other duties identified in this document, the Event Public Safety staff may be required to respond to incidents and prepare written reports.

4.1.10 The City will keep the Contractor informed of all scheduled events. The Facility Conversion Calendar may be used for this purpose.

4.1.11 Contractors submitting proposals must be presently in the business of supplying event public safety staff services in a contractual capacity.

4.1.12 Contractor shall practice stadium security "Best Practices" which mandate that screeners be deployed at all entry doors and utilize metal detectors (wands) to screen patrons for prohibited items during all major events. The Facility utilizes event public safety staff to conduct screenings for each event in accordance with established standards. Event public safety staff may perform bag checks when necessary. Event public safety staff will perform screening duties outside of the Facility doors and may be exposed to inclement weather.

4.1.13 Event public safety staff may be required to work a post in locations such as loading dock areas, interior doors and similar locations during event move ins and outs. They may also be required to be at fixed posts in specific areas, roving posts to monitor crowd dynamics, protect Facility and event contractor and participant assets, and as required during event hours to assist the public attending the event. Event public safety staff enforces building regulations and specific security plans designed for each event. Event public safety staff assigned to these positions may be exposed to working in unheated and or non-air conditioned areas.

4.1.14 Event public safety staff includes the number of supervisors necessary to adequately monitor and assist non supervisory event security personnel. The contractor will provide the supervisor per employee ratio.

4.1.15 Event public safety staff must wear a distinct uniform as determined by the Facility. The uniform must reflect a professional image. Event public safety staff must wear a service cap at all times while conducting screenings. The uniforms of the Event Public Safety Manager, Event Public Safety Supervisors, and Event Public Safety Officers must be different to differentiate job responsibilities, chain of command and for easy identification purposes. The cost of the uniforms will be the responsibility of the Contractor.

4.1.16 Event Public Safety Manager: This position is required to supervise all event public safety staff. The Event Public Safety Manager is required to attend all pre and post event reviews, and informational meetings. The Event Public Safety Manager will ensure all event public safety staff are fully briefed and trained for the function they are performing on any post. This individual will ultimately assume the responsibility of being the in house liaison between the Contractor and the Facility. The Event Public Safety Manager will be responsible for ensuring that the provisions of this agreement are fulfilled and all Facility and City of San Antonio policies and procedures are enforced. This position works directly with ~~reports directly to~~ the Alamodome Public Safety Manager.

4.1.17 The Contractor must be licensed by the State of Texas Department of Public Safety Private Security Bureau as a Guard Company, Each Non-Commissioned employee must have a level two (2) certification with the state.

4.1.18 The Contractor will submit invoices for actual time worked. Verification will be made available upon request. Invoices for payment will be submitted to the City within three business days of service being provided. Transportation and parking expenses are not billable to the City.

4.1.19 The Contractor will conduct random, monthly drug screening of 5% of event public safety officers assigned to the Facility at no cost to the City, and provide overall results of random drug screening tests to the City monthly. Contractor shall remove any employee from service on this contract who fails a drug screening.

4.1.20 The Contractor shall maintain an employee file for each employee assigned to the Alamodome, and files shall contain, at a minimum ~~health certification,~~ training certifications, copy of Private Security Board ID card, drug screening results, background check, copy of driver's license or ID card, and all other documentation required to be maintained in the company files by the State of Texas Department of Public Safety Private Security Board.

4.1.21 The Contractor will maintain a local office in the San Antonio Standard Metropolitan Statistical Area to manage this contract.

4.1.22 The Contractor will comply with the Alamodome Public Safety Division that seeks to do the following:

- Determine the locations and times requiring Event Public Safety staff services.
- Approve developed written orders for each position requiring Event Public Safety staff that outline specific responsibilities for each position.
- Address any concerns in performance of the contract.
- Address all feedback in relation to services provided.
- Conduct monitoring activities to ensure quality services are being provided and assure accountability.

4.1.23 In order to allow Contractor sufficient time to be ready to provide services, City may use a different contractor to provide staffing for actual events prior to August 1, 2015. Even if not providing staffing for actual events, the Event Public Safety Manager shall attend all pre and post event reviews, and informational meetings, in accordance with Section 4.1.16, prior to commencement of services for scheduled events from August 1st and beyond. However, if Contractor has provided services in the Alamodome in the past, and City and Contractor both agree that Contractor is ready and able to provide actual event staffing services prior to August 1, 2015, the parties may mutually agree to commence actual event staffing services after contract award and prior to August 1, 2015.

4.2 EVENT PUBLIC SAFETY STAFF REQUIREMENTS

4.2.1 The Contractor shall constantly endeavor to provide service of the highest quality attainable in accordance with the specifications herein, and to conduct all work in a professional manner, in accordance with all Federal, State, and City ordinances, rules and regulations.

4.2.2 The number of Event Public Safety staff required for each event will be determined based upon the projected attendance numbers, duration and type of event as well as any other special considerations associated with the

event. The Alamodome Public Safety Manager will review all staff proposals and will determine the number, placement, and duties, of event security and supervisory personnel. A Service Request Form will be forwarded to the Contractor for each event requiring services in order for the Contractor to plan adequate coverage.

4.2.3 Contractor shall reimburse City for any and all damage to the facility caused by careless operation of equipment by the Contractor's personnel, as deemed solely by the Alamodome Public Safety Manager. Contractor shall be liable and be required to repair or replace at an acceptable level to the Facility Representative for any and all damages to property, plants, equipment, etc., either accidental or deliberate, caused by Contractor's employees, agents, representatives, associates, volunteers, contractors or subcontractors. This shall include, but not be limited to, permanent stains or damage to carpets, walls or floors, broken or damaged equipment, fixtures, furnishings, etc. Contractor shall notify City immediately of any damage. City may require reimbursement in place of allowing Contractor to repair or replace.

4.2.4 Background Checks.

4.2.4.1 At its own expense, Contractor shall conduct and coordinate criminal background checks on all employees responsible for performing contractual services prior to beginning work to include both Texas and federal queries. Contractor employees must not have any criminal convictions within the past 3 years for a felony, or a crime of moral turpitude, or be serving community supervision for same. Contractor is required to maintain the proof of background checks.

4.2.4.2 Contractor shall obtain proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. The proof shall be provided to the Alamodome Public Safety Manager upon request.

4.2.4.2 Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described above, or is serving community supervision for same.

4.2.4.3 Contractor shall retain all employee records, including criminal background checks, for the retention period stated in section 006- General Terms and Conditions, and make them available to the City as stated in that section.

4.2.4.4 Contractor personnel must have no drug use of any kind, satisfactory driving record, valid Texas driver's license, and in general have a good work record. Any expense necessary to investigate the background of event public safety personnel, supervisory personnel, and Event Public Safety Manager and applicants, shall be borne by the Contractor and the Contractor agrees to indemnify, defend and keep the Facility free from any liability that may arise from such investigation. The Contractor agrees to provide verification to the Facility as to the successful completion of the required background investigations upon request.

4.2.5 The Contractor personnel may be required from time to time to operate electric carts, Segway's, elevators, escalators, electrical overhead doors and other equipment located within the Facility. Careless operation of this equipment could result in the person's immediate removal from the Facility by City until an investigation has been conducted. All Contractor personnel will receive training provided by Contractor prior to being permitted to operate such equipment.

4.2.6 The Contractor will supply, at its expense, any and all equipment identified as being required to fulfill all tasks under this contract, to include hand-held metal and explosives detectors, flashlights, radios, radio earpieces, microphones, uniforms, etc. The Contractor will ensure that personnel are supplied with any and all devices for provision of public safety and customer service requirements.

4.2.7 All personnel of the Contractor shall wear identification cards prominently displaying the company name as well as that of the person for the purpose of identification at all times while on the premises. Accurate records must be kept of the names and addresses of those to whom such badges are issued. Persons reporting to work in the Facility with an expired or invalid identification card will not be permitted to work.

4.2.8 The contractor's personnel shall at all times be polite and courteous in their dealings with the patrons and staff of the Facility. Contractor's personnel shall meet high standards of appearance and demeanor, and at all times treat employees and patrons of the Facility with the utmost courtesy and respect. The Facility Public Safety Manager or his designee reserves the right to have any person removed from the premises for any reason whatsoever.

4.2.9 All individuals in contracted Event Public Safety staff positions must meet the following employment requirements:

- Meet all state and federal laws regarding the right to work within the United States.
- Possess a valid guard registration issued by the State of Texas in accordance with the Texas Department of Public Safety.
- Acceptable comprehensive background check relative to criminal history, driving record and verification of experience.
- Valid First Aid, CPR and AED certifications.
- Minimum age requirement of 21 years of age.
- High School Diploma or GED.
- Ability to read, write, speak and understand the English language fluently.
- One (1) year experience as a Security Guard or security related experience.
- Pre- Employment 5 panel drug screening.

4.2.10 The Contractor shall ensure that all of its employees present themselves in a clean and professional manner. Supervisors will monitor the cleanliness and serviceability of Event Public Safety staff uniforms.

4.3 CONTRACT TERMINATION PROVISIONS

4.3.1 In addition to any other termination rights, the Facility may, at its option, terminate this contract at any time during the contract term for omissions and acts listed below.

4.3.1.1 Failure to supply the quantity of the event public safety staff and Event Public Safety Manager personnel as requested by the Facility.

4.3.1.2 Failure to maintain complete and accurate work or personnel records of all Event public safety staff and Event Public Safety Manager personnel assigned to work in the Facility.

4.3.1.3 Failure to provide adequate training of personnel in basic security functions, fully investigate the background of personnel before assignment to the Facility, and inadequate supervision of personnel.

4.3.1.4 Failure to remove from service on this contract event public safety staff and Event Public Safety Manager personnel found to be in violation of Facility's administrative rules, policies, or procedures.

4.3.1.5 Failure to fully investigate any alleged impropriety involving any event public safety staff and the Event Public Safety Manager that would compromise operations and the reputation of the Facility.

~~4.3.1.6 Any other reason as determined by the City, with or without cause.~~

4.3.2 Compensation Schedule

The hourly billing rate shall be the rate paid for any particular hour of the day on any given day of the week, including nights, holidays and weekends. All overtime costs shall be the responsibility of the Contractor and the Facility will not reimburse the company at any rate higher than the standard base rate. Rates shall be listed individually by position on RFCSP Attachment B, Price Schedule.

4.4 MISCELLANEOUS

4.4.1 City reserves the right to survey or collect information from tenants, clients, other contractors, guests, patrons, or any other users of the Facility regarding all aspects, including quality, of Services. City also reserves the right to require Contractor to respond to any negative or adverse responses or complaints, as determined by the City, within 48 hours of Contractor's receipt of such notice. Contractor's response must address the specific response or complaint and provide both immediate and permanent, if any, changes to Contractor's Operational, Management and Quality Assurance Plan, to address the response or complaint. A pattern or history of negative survey ratings, as determined solely by City, will constitute a material breach of this Agreement.

4.4.2 Contractor shall provide Services in a first-class manner which are efficient and of a level of quality equal to or greater than industry standards. All service equipment and materials, if any, provided by Contractor shall be of high quality and provided in a professional manner, equal to or greater than industry standards. City reserves the right to prohibit the provision of certain Services by Contractor if City concludes that the quality of Services sold by Contractor does not meet or exceed industry standards.

4.4.3 Contractor must conform to all rules and regulations at any time promulgated by City with respect to the Facility; cause its officers, employees, agents, independent contractors, and invitees at all times to abide by and conform to those rules and regulations which City may at any time establish for the conduct of Contractor's employees. At a minimum, Contractor shall comply with the Alamodome's Contractor Site Rules which are included as Attachment I.

4.4.4 City shall have the sole right in its discretion, to cancel or reschedule any event during the term hereof or to dismiss the audience for any event. Contractor shall have no action or claim against City in such circumstance.

4.5 ASSIGNED AREA

4.5.1 Contractor shall be required to maintain an on-site office for the Event Public Safety Manager. The following area (hereafter "Assigned Area") will be provided within the Facility: approximately 240 sq. ft. of office space for the Event Public Safety Manager located in the Security Services Offices. Contractor's Assigned Area is included and incorporated herein as Attachment N.

4.5.2 Contractor is responsible for maintaining their Assigned Area in a continuous state of cleanliness and order that exemplifies Contractor's overall commitment to and delivery of quality Services to the more public areas of the Facility.

4.5.3 Contractor is in non-exclusive possession of the Assigned Area. Upon termination of this Agreement, without regard to how such termination may be brought about (including default by any party), Contractor shall surrender and deliver peacefully the Assigned Area, and any City–provided supplies or equipment utilized to provide Services to City in the same condition as same were delivered to Contractor, reasonable wear and tear, alterations and improvements approved by City, and damages from fire and other casualty excepted unless caused by Contractor. All improvements and alterations to Contractor's Assigned Area made by Contractor, and all permanently-affixed equipment installed by City or Contractor, shall be the property of City.

4.5.4 All keys issued to Contractor shall be maintained according to policies approved by City. Liability for lost keys and re-keying costs reasonably necessary for the security of the premises and other related expenses shall be the responsibility of Contractor in the event that Contractor's staff is responsible for such lost or damaged keys.

4.5.5 City, its designated officers, employees and agents shall at all times have the right to enter into the Assigned Area of the Facility to inspect same and the conduct of business by Contractor in the Facility. City shall not exercise such rights in a manner which would unreasonably interfere with the operation by Contractor of its business in the Facility. If Contractor fails to maintain the Assigned Area, as provided in this Agreement, and such failure continues beyond any applicable cure period expressly provided herein, City shall have the right to remedy such failure and any such maintenance, or custodial under such circumstances shall be performed by others at Contractor's cost and expense. Contractor shall promptly reimburse City fully for any such expense upon demand.

4.5.6 City reserves the unrestricted right, at its expense, to relocate the Assigned Area if such relocation is, in the complete exercise of City's discretion, desirable for the convenient operation of the Facility or any part thereof so long as such relocation provides Contractor with a reasonably comparable area and access within the Facility.

4.5.7 City shall furnish required utilities to the Contractor at existing outlets. Any modification to existing outlets for the Contractor's convenience shall be solely at the Contractor's expense. Prior written approval for any alteration shall be obtained from the City, who will arrange for the work to be performed and all associated costs will be borne by Contractor.

4.5.8 Contractor shall be provided one telephone line and one data line in its assigned office area at City cost to conduct local business via phone and computer related to the Agreement. City computer and telephone policy limits the use of City phone and data lines to City business. Contractor shall ensure that its employees observe this policy. Any and all costs associated with unauthorized telephone usage, which can be directly attributed to an employee of the Contractor, shall be deducted from the Contractor's payments. Contractor shall be billed by City on a monthly basis for long distance and/or any other charges incurred which are non-standard for typical local service. Contractor has ten (10) business days from the receipt of said billing to remit payment to City.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract and terminate on June 30, 2017.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for ONE additional ONE year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed $50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches $50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not

limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.
If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Alamodome Supplemental Event Public Safety Staff" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and

prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence
5. Commercial Crime Policy	$100,000 per occurrence

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Incorporation of Attachments

Each of the attachments and exhibits listed below are an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Part One – General Information
Attachment A – Part Two – Experience, Background and Qualifications
Attachment A – Part Three – Proposed Plan
Attachment B – Price Schedule, Rev. 1
Attachment C – Discretionary Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Small Business Economic Development Advocacy (SBEDA) Program Form
Attachment F – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
Attachment G – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment H – Non-Discrimination Language
Attachment I – Contractor Site Rules

Attachment J – Service Request Form
Attachment K – Event List
Attachment L – Facility Floor Plans
Attachment M – Small Business Economic Development Advocacy (SBEDA) Program
Attachment N – Assigned Area
Attachment O – Proposal Checklist
Attachment P – Redacted Pre-Submittal Sign-in Sheet
Attachment Q – Small Business Office 3/9/2015 Pre-Submittal Conference Presentation
Attachment R – Redacted Teleconferencing Pre-Submittal Conference Sign-in Sheet

006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Vendor is submitting an electronic proposal, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFCSP or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than $25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without

further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy

the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information
Please Print or Type

Vendor ID No. _____
Signer's Name _____
Name of Business _____
Street Address _____
City, State, Zip Code _____
Email Address _____
Telephone No. _____
Fax No. _____
City's Solicitation No. _____

_____
Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

Alternate Proposal - two or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Contractor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Line Item - a listing of items in a proposal for which a respondent is expected to provide separate pricing.

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term "offer" is synonymous with the terms "bid" and "proposal".

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow respondents to ask questions about the proposed contract and particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term "proposal" is synonymous with the terms "offer" and "bid".

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in a RFCSP for the price stated in Vendor's proposal.

Request for Competitive sealed Proposal (RFCSP) – a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with City.

Supplier - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting, but disregarding an immaterial variance within a proposal.

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

___Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
___ Partnership
___Corporation If checked, check one: ___For-Profit ___ Nonprofit
Also, check one: ___Domestic ___Foreign
___Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____
Job Title: _____

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

_____
_____
_____

Provide address of office from which this project would be managed:
City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: $_____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

_____
_____
_____

List Related Companies:

_____
_____
_____

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

_____

_____

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation**: Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months_____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months_____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information**: Has the Respondent 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.

   _____

   _____

8. **Surety Information**: Has the Respondent ever had a bond or surety canceled or forfeited?

   Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

   _____

   _____

9. **Bankruptcy Information**: Has the Respondent 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. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

    _____

    _____

11. **Previous Contracts:**

    a. Has the Respondent ever failed to complete any contract awarded?

       Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

       _____

       _____

    b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
       Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

       _____

       _____

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

_____

_____

REFERENCES

Provide four (4) references, that Respondent has provided services to within the past three (5) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email Address: _____

Date, Contract value and Type of Service(s) Provided: _____

_____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email Address: _____

Date, Contract value and Type of Service(s) Provided: _____

_____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email Address: _____

Date, Contract value and Type of Service(s) Provided: _____

_____

Reference No.4:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Email Address: _____

Date, Contract value and Type of Service(s) Provided: _____

_____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Contractor is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Length of time in business performing these types of services:

2. Length of time in business performing these types of services for major sports and/or entertainment facilities, if any:

3. Fully describe your company and experience as it relates to the following:

   a. History of successful and stable company operation for a period of at least three (3) years.

   b. History of past relations or agreements with the City.

   c. History of past relations or agreements with other governmental entities.

4. Describe Contactor's experience relevant to the Scope of Services in this RFCSP, to include the following:

   a. Indicate the number of years Contractor has provided similar services as defined in this RFCSP.

   b. List and describe relevant contracts of similar size and scope performed over the past five (5) years.

   c. List any account in which Contractor is a majority provider, but does not have a contract.

   d. Indicate the number of labor disputes within the past five (5) years in which the Contractor's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.

   e. Indicate the type of services previously provided (i.e. security services).

5. Describe Contractor's affiliations with other sports facilities and sports entities. Include name of organization, extent of association as well as type of services provided by affiliate.

6. List other resources, including total number of staff, number and location of offices available to support this project.

7. If Contractor is bidding as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venture, and/or sub-contractors have worked together in the past.

   a. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever been terminated from a contract prior to project completion within the past ten (10) years. If yes, provide the firm name and a brief explanation.

   b. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever failed to receive a contract extension or award for eligible phase work within the past ten (10) years. If yes, provide the firm name and a brief explanation.

8. Provide a copy of the contractor's security license. The Contractor shall be licensed by the Texas Commission on Private Security under the Department of Public Safety as a Security Guard Company. Identify the number, type (i.e. professional, technician, para-professional, administrative), title, residency, professional qualifications (including education, experience, licenses, certifications, registrations, associations), duties/responsibilities, and amount of time of key staff to be devoted and/or assigned to this contract, and relevant experience on contracts of similar size and scope. The Contractor will include resumes and current telephone numbers for all personnel who will be performing work under this contract in a management capacity. Include the following:

a. Principal(s) in Charge

b. Team Supervisor(s)

c. Team Members

9. List other resources available including number and types of equipment available to support this project.

10. Include with bid a complete organizational chart for services to be performed in association with this RFCSP. Contractor shall include all sub-contractors, unions, and staffing agencies as well.

11. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Contractor's qualifications.

12. Indicate Contractor's availability. Include any present commitments that may conflict with Contractor's ability to begin immediately.

13. Provide a detailed listing of all the services provided by the Contractor.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Contractor shall provide at time of bid, an Operational, Management and Quality Assurance Plan detailing all operating, management and quality assurance procedures to successfully perform the Scope of Services. This plan shall include, but is not limited to, the following.

1. DAYS AND HOURS OF OPERATION: Indicate the regular days and hours of operation in which Contractor shall provide Services within the Facility. Also, indicate the plan to provide Services outside regular days and hours of operation. Provide a detailed comprehensive plan for how Contractor will provide the required security staff for events where as many as 400 or more security staff is required at a single event.

2. OPERATIONAL AND MANAGEMENT PLAN: Provide detailed and comprehensive Service plan, including staffing levels, staff assignments, and supervisor and staff task statements and responsibilities. Specific plans should include, but are not limited to the following, and should include standard staffing specifications by Service Request or event where feasible.

   a. Daily Event Security

   b. Pre Event Security

   c. Post Event Security

   d. Security for Major Events

   e. Security for Unscheduled Events

   e. Supervisor per employee ratio.

3. MANAGEMENT PLAN: Provide detailed plan for managing the Services, including:

   a. Maintenance of Assigned Areas.

   b. Protocols involving accounting, documentation and report systems and processes, including time sheets.

   c. Procedures for regular inspections, performance evaluations, and corrective actions, as well as contingency plans to meet production and staffing challenges.

   d. Plans for regular meetings between City and Contractor.

   e. Assurances that service will be provided consistently per Operating, Management and Quality Assurance Plan.

   f. Provides for Contractor accountability and financial and contractual deductions for violations of Agreement or Operational, Management and Quality Assurance Plan.

4. QUALITY ASSURANCE/QUALITY CONTROL PLAN: Describe in detail plan for quality control, problem resolution, self-assessment, and interaction with City inspectors. Describe what type of equipment/reporting system will be utilized.

5. CONTINGENCY PLAN: Describe plan to provide Services during power outages, labor shortages, etc.

6. SUBCONTRACTOR MANAGEMENT PLAN: Describe in detail plan for utilizing and managing subcontractor(s) to include:

a. Identifying, selecting, managing and assisting subcontractors regarding projects.

b. Contingency plan for unsatisfactory Services provided by a subcontractor.

7. STAFFING PLAN: Describe in detail Contractor's human resources plan and operations including job descriptions, personnel policies, qualifications, hiring, termination, management, scheduling, training, licensing/certification, criminal activity including theft and drug use, disciplinary action, and personal identification and uniforms.

8. TRAINING PROGRAMS: Provide a copy of basic and annual training programs for sexual harassment, workplace violence awareness, Facility emergency and evacuation procedures, basic hazardous material awareness, screening patrons, performing bag checks, and securing restricted areas,

9. SAFETY PLAN: Describe in detail Contractor's plan for safety and risk management controls, policies and procedures for protection of Contractor and City staff, other staff in the Facility, visitors, and patrons at all times, including hazard identification, Service Equipment inspection and maintenance, first-aid training, emergency operations, environmental protection, chemical use and material handling guidelines including the maintenance of material safety data sheets (MSDS), safety incentive rewards, provision and use of personal protective equipment, and compliance with OSHA, local codes, applicable UL standards, industry standards, and other applicable local, state and federal health and safety rules and regulations.

   Contractor is responsible for providing and maintaining all Service Equipment, except as noted herein, necessary for the provision of Services under this Agreement.

   1. A name or short description of each type of Service Equipment.

   2. Contractor inventory identification of each piece of Service Equipment (can be provided after award if equipment not already purchased.

   3. A brief description of what Services the Service Equipment performs.

   4. Quantity of each type of Service Equipment.

   5. Brand and model of each type of Service Equipment.

   6. Value of each type of Service Equipment and a total value of all the Contractor Service Equipment.

10. UNIFORMS: Provide a photo copy of uniforms and caps. The uniforms of the Event Public Safety Manager, Event Public Safety Supervisors, and Event Public Safety Officers must be different to differentiate job responsibilities, chain of command and for easy identification purposes.

11. ADDITIONAL INFORMATION: Provide any additional detailed plans and/or relevant information about Contractor's approach to providing the required Services.

RFCSP ATTACHMENT B

PRICE SCHEDULE – REV. 1

In each of the following tables, enter Contractor's rates (dollars and cents) in the designated cells for each year of the Agreement. **EACH REQUESTED RATE MUST BE FILLED-IN, OR CONTRACTOR'S BID SHALL BE DISQUALIFIED.** Contractor shall be bound by these rates during the term of the Agreement. Contractor's only payment or compensation from the City under this Agreement shall be pre-approved and billed hours at the applicable rate indicated for the specific Agreement year, or as specified elsewhere herein. These rates shall not be adjusted for any reason during the term of the Agreement, therefore Contractor should calculate and include within each rate any and all costs (i.e. overhead, Service Equipment) Contractor seeks to recoup for the provision of these Services, as well as Contractor's profit.

The Estimated Number of Annual Man-Hours is based on the FY's 2014-2015 Event List incorporated herein and attached as Attachment K. These hours should be used in Contractor's calculations of rates during the term of the Agreement; however the City does not guarantee a minimum number of man-hours as these can fluctuate based on the number and type of events booked or cancelled.

Contractor's score for the Price Schedule portion of the evaluation criteria shall be determined largely on the total estimated cost of the Agreement, as calculated by the City multiplying the Estimated Number of Annual Man-Hours by the Contractor's rates for each year of the Agreement.

Contractor should contemplate and incorporate into its rates all future increases in the federal minimum wage and other costs of doing business.

All contractors must use the Price Schedule in the exact format as shown below. Any deviations or exceptions, such as the inclusion of contingent price increases, will result in the rejection of the proposal from consideration.

EVENT PUBLIC SAFETY STAFF

STAFFING (indicate hourly rate ~~except as noted~~)	**Estimated Number of Annual Man-Hours**	**Upon Award - 06/30/2016**	**07/1/2016 – 6/30/2017**	**07/1/2017 – 6/30/2018**
Event Public Safety Manager (indicate hourly rate)	2,080	$____.__/hr.	$____.__/hr.	$____.__/hr.
Event Public Safety Supervisor (indicate hourly rate)	1,000	$____.__/hr.	$____.__/hr.	$____.__/hr.
Event Public Safety Officer (indicate hourly rate)	9,500	$____.__/hr.	$____.__/hr.	$____.__/hr.

RFCSP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at
https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.

2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

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?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

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 proposal.

RFCSP ATTACHMENT E

Small Business Economic Development Advocacy (SBEDA) Program Forms

(Posted as Separate Document)

RFCSP ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

(Posted as Separate Document)

RFCSP ATTACHMENT G

SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

http://www.ethics.state.tx.us/forms/CIQ.pdf

In addition, please complete the City's Addendum to the Form CIQ and submit it with the Form CIQ to the City Clerk's Office. The City's Addendum to the Form CIQ can be found at:

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf

ATTACHMENT H

NON-DISCRIMINATION LANGUAGE

Non Discrimination. As a party to this contract, Contractor or Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

CITY OF SAN ANTONIO
ALAMODOME

CONTRACTOR SITE RULES

Contractor Parking
Parking is available for company vehicles in designated parking areas upon availability. Contractors arriving on site must have prior approval and parking permits. Temporary parking Passes may be requested from the Maintenance Manager. Parking in fire lanes and other areas marked "No Parking" may result in vehicles being towed.

Deliveries
All deliveries for contractors, including those likely to cause an obstruction, must be discussed with the Maintenance Manager. Designated times and locations may be assigned.

Diesel and Fossil Fueled Powered Vehicles and Equipment
Infiltration of diesel fumes into the building environment is a health and safety concern for staff, and visitors. Contractors must not operate diesel and fossil-fueled powered equipment and vehicles where fumes may be drawn into HVAC systems or naturally penetrate indoor spaces. Security will actively respond to these concerns and has the authority to shut down offending equipment.

Elevators
Service and or passenger elevators may be made available at certain times for transferring of materials with the agreement of the Maintenance Manager. Should fire occur or fire alarm sound, do not use the elevator.

Fire Alarm
Contractors shall be familiar with the ALAMODOME emergency procedures, especially the Fire Alarm procedure. Remove persons from immediate danger and notify staff in immediate area.
Sound alarm as necessary at alarm pull station. Extinguish fire if this can be done without jeopardizing personal safety.

First Aid
Contractors shall provide first aid services on the work site for their workers and sub trades. Contractors must have a person trained in first aid available at all times the Contractor is performing work and maintain a first aid station or stations, as per the Occupational Health and Safety Act and regulations for Construction Projects.

Harassment / Inappropriate Language / Horseplay

Contractors are advised that offensive language (e.g. swearing) and offensive behavior including harassment and horseplay are not acceptable. Contractor staff must perform their roles in a manner consistent with the ALAMODOME Mission, Vision, and Values.

Hazardous and Controlled Products
Contractors or their sub trades will not bring any hazardous and/or controlled products to project site without providing, in advance for the approval by the Maintenance Manager, Material Safety Data Sheets for the products. Hazardous and controlled products must be stored in accordance with good practice and as may be required under the COSA Fire Code. All Contractor staff must be trained in Hazardous Waste Operations on Emergency Response and be able to produce a record of training, upon request by the Department Facility Coordinator.

Housekeeping and Waste Management
At all times, the work site shall be kept clean from dust, debris, and trash. The Contractor is responsible for removal of construction debris and trash generated by Contractor work and sub trades from the worksite. ALAMODOME debris containers may not be used unless specified otherwise by the Maintenance Manager. All wastes generated by the contractor and sub trades must be handled and disposed of in accordance with provincial and municipal regulations. Recycling of materials is strongly encouraged.

Hygiene Facilities
Only facilities located at the southwest field level tunnel are permissible. Public facilities are not to be used at any time.

Identification
All Contractors will have an identity badge or company logo work shirts whenever on premises.

Meals and Breaks
Contractors shall advise their employees and sub trades the location for breaks and eating meals. Breaks are not are not allowed in public areas.

Noise and Vibration
Contractors and sub trades shall ensure that noise and vibration is kept to a minimum at all times. Equipment that generates high levels of noise or excessive vibration should be adequately damped, and/or silenced and/or soundproofed. Any activities that are expected to produce significant noise and/or vibration shall be approved by the Maintenance Manager and conducted during the times and locations specified.

Penetration of Walls, Floors, and Ceilings There is to be no access to, or alteration of the facility's infrastructure without appropriate approval from a designated authorizing department. Contractors and/or sub trades that require approval must obtain this from the Project Leader.

Personal Protective Equipment
Contractors are responsible for assessing all work activities and supplying their personnel and sub trades with the appropriate personal protective equipment (PPE), required to perform the work safely. PPE includes safety boots, safety glasses, hard hats, work gloves, outer clothing, respiratory protection equipment, fall arrest equipment, and any other PPE required by regulation or best practice. Contractor's employees and sub trades required to use PPE will be instructed in the proper care, use, and records of training available for review by the Department Facility Coordinator, as may be required.

Site Access and Egress (external)
Access routes into the ALAMODOME will either be specified (with a site plan) or agreed at the preliminary site meeting with the Maintenance Manager. Fire lanes are not to be blocked.

Site Access and Egress (internal)
Access sites within buildings at the ALAMODOME will be specified or agreed at the preliminary site meeting with the Maintenance Manager.

Smoking
ALAMODOME has Designated Smoking Areas (DSA) that must be used by all persons wishing to smoke. This policy is enforced by security. Contractors should ensure that cigarette disposal containers are used to keep grounds, parking lots, and roadways free of cigarette butts.

Tools and Equipment
Equipment and tools are not to be left unsupervised. The term equipment includes items such as scaffolding, ladders, guardrails, and barricades. All tools and equipment used on ALAMODOME facilities must be in good working order and be suitable for the intended use. Electrical equipment must be OSHA approved and all cords and connection cables

inspected before and during use. Any equipment with damaged cords or plugs must not be used. Ladders and equipment used for working at heights must not be placed in any area where there is a potential for impact with other persons or equipment. Tools and equipment may not be borrowed from the ALAMODOME.

Unloading and Storage Areas (Temporary Hoarding)
Unloading areas may be allocated in certain locations in agreement with the Maintenance Manager. Storage areas will be designated in a similar way.

Warning Signs, Barricades, and Lighting
Contractors are responsible for the procurement and maintenance of all warning signs, barricades, and temporary lighting, as is appropriate for the nature of the job, and as may be required/requested by the Maintenance Manager. Warning signs shall be compliant with "Signs and Symbols for the Workplace", OSHA regulations, or as may be approved by the Project Leader

1. Contractors must stay within authorized areas, and must not enter any other areas without permission and/or being accompanied by authorized ALAMODOME Maintenance staff.

2. Men at Work and other applicable warning signage must be displayed at all times.

3. It is the Contractor's responsibility to provide adequate barriers to prevent entry into work areas by Dome Staff, attendees and visitors. Work in circulation areas must be adequately cordoned off. This is to be agreed with ALAMODOME Maintenance Management.

4. Contractors must ensure that all work areas are fully cleaned on completion, within the allotted timescale. Failure to do so will result in the deduction of expenses incurred by the ALAMODOME from the use of internal/external resources.

Fire fighting extinguishers located around the Dome premises may be used by contractor's and supplier's employees or other persons for emergencies only. Such equipment must not be used for any other purposes.

1. IN CASE OF FIRE
Fire alarm systems throughout the ALAMODOME are operated by pull station method; please ensure your employees understand this. The alarms will be a distinctive audible warning.

The alarm will automatically, result in the Fire Brigade arriving at the scene of the alarm, together with a Security Officer.

The Security Officer should be informed of the exact location and type of fire as soon after sounding the alarm as possible.

At the sound of the alarm, as described above, the building and workplace should be evacuated immediately without question and all Contractor's or Supplier's employees should assemble at the nearest assembly point. No one should re-enter the building until permission has been given from the Department Facility Coordinator.

2. BEFORE COMMENCEMENT OF WORK
The ALAMODOME must give permission before you commence working on site.
When first coming on site the Contractor or supplier should establish contact with the ALAMODOME representative in charge of the work or project. A **hot work permit** authorization form must be issued if applicable.

Ensure that the Dome representative is informed in advance of any materials or goods, which may be delivered to our premises prior to your employees commencing work. Such goods and materials are accepted and stored at your own risk and should be clearly marked as being for (the name of the firm and its representative)

3. DRAINS AND SEWERS

No chemical substances, oils, solvents or other obnoxious substances are to be poured into, or allowed to enter the Dome drains and sewers. Accidental discharge should be reported to Dome Maintenance.

4. EQUIPMENT BROUGHT ON SITE

All equipment used by a Contractor or Supplier must comply with appropriate safety and electrical legislation. Equipment left on site shall be kept in a safe and secure manner and at the risk of the Contractor or Supplier. All electrical equipment shall be of 110V or less. Exceptions on a case by case basis.

5. ACCIDENTS

Accidents which occur on Dome premises and result in an employee of the Contractor or Supplier being away from work for more than three days must be reported as required by existing regulations and additionally to the Dome representative in charge of the work or project who will arrange for the reporting of such accidents to CSEF Security.

The City reserves the right to investigate all accidents or serious incidents that occur on its premises and expects full co-operation from the Contractor or Supplier and their employees in the investigation of causes of such occurrences and in the interest of preventing similar occurrences.

6. ACCESS EQUIPMENT

All contractors should bring any access equipment with them that they require for the work. Suitable risk assessments should be available as required by the Work at Height regulations 2005. No contractor should use stepladders found on site.

7. GENERAL

These rules imply that ALAMODOME all Contractor's or Supplier's employees or other persons on Dome premises must be adequately qualified or trained to perform their work safety for themselves and others.

The rules are not to be taken as a complete list in compliance with any or all statutory regulations or requirements and you are reminded that you have a responsibility under the OSHA Act to ensure your operations are at all times carried out in accordance with the latest legislation and current codes of practice.

Return all keys daily. Secure area upon departure and turn lights back to where they were at arrival or off if the space is vacant.

Your employees must understand that it is a breach of law to remove, deface, paint over, or otherwise interfere with any equipment; instructions or warning notices provided by the ALAMODOME for the protection of other persons and any accidental incident of such a nature should be reported to the Representative.

Contact telephone numbers:

Maintenance Manager	207-3671
Security Office	207-3680

Declaration

I declare that I have fully read and understand this document. I agree to comply with the Rules and acquaint all persons employed by the Company (including sub-contracted staff) with these Safety Rules

	Legible
Signed	
Date	

Name (Block Capitals)	
Position (Block Capitals)	
Company Name (Block Capitals)	

- No pets
- No drugs
- No radios
- No alcohol
- No children
- No smoking
- Hard hats required
- Work boots required
- No shorts or tank tops
- Trash to be cleaned up daily
- No spouses (or significant others)
- Subcontractor to provide dumpster for personal use
- Subcontractor to have binders with safety program and MSDS paperwork at jobsite
- Subcontractor to provide storage on project for material
- Subcontractor to have representative present at jobsite for entire length of project
- Subcontractor to provide insurance for material stored at jobsite
- Report to Building Representative when arriving at job and when leaving job

RFCSP ATTACHMENT J

Security Request Form

(Posted as Separate Document).

RFCSP ATTACHMENT K

2015 Event Calendar

(Posted as Separate Document).

RFCSP ATTACHMENT L

Facility Floor Plans

(Posted as Separate Documents).

RFCSP ATTACHMENT M

Small Business Economic Development Advocacy (SBEDA) Program

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form *(available at http://www.sanantonio.gov/SBO/Forms.aspx)* with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the $50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining

quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee ("GSC") to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORs or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

> African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
>
> Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
>
> Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
>
> Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY.

Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;

2. Withholding of funds;

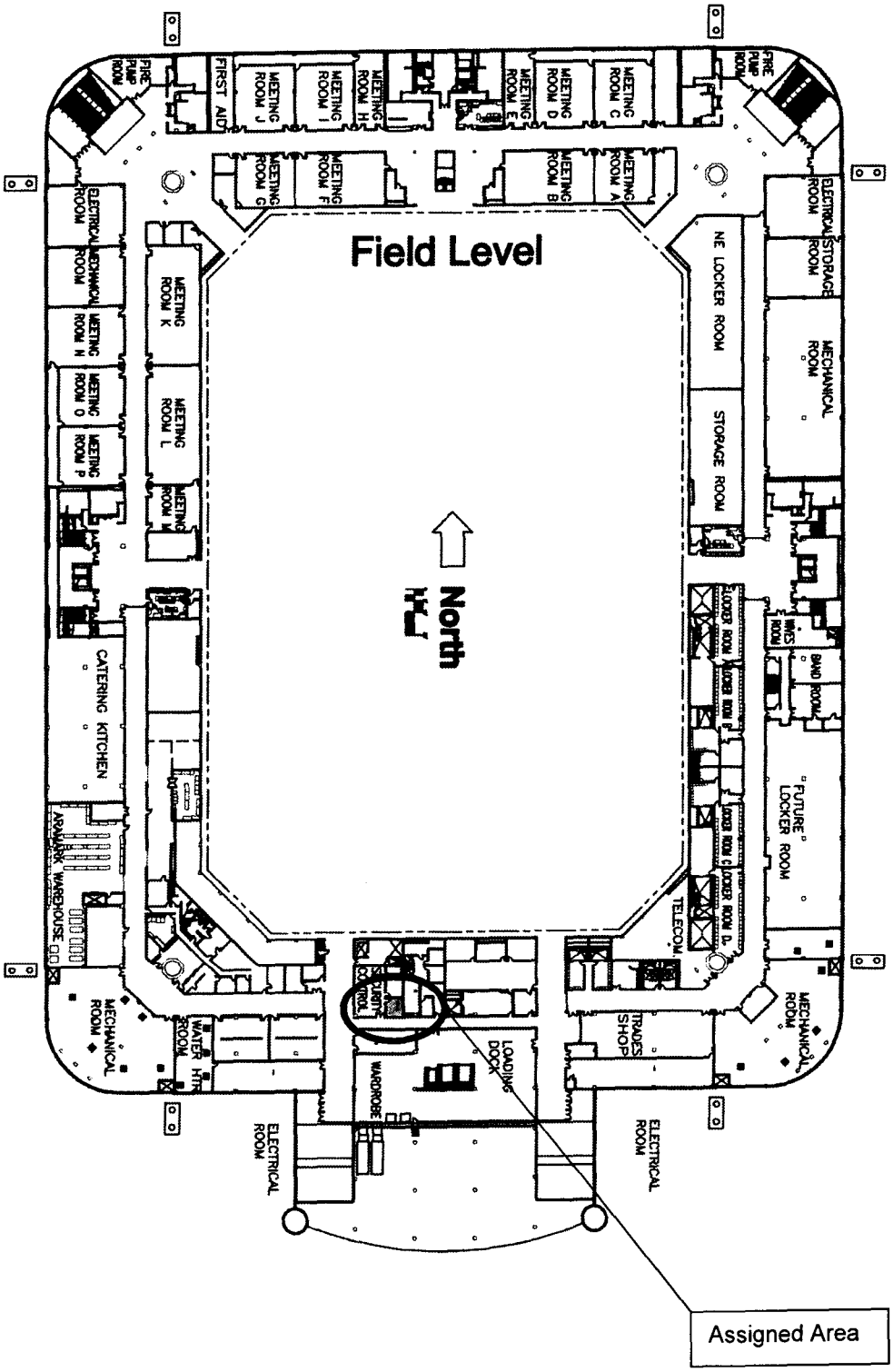
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFCSP ATTACHMENT N

ASSIGNED AREA



RFCSP ATTACHMENT O

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan, Including Organizational Chart and Event Public Manager Candidate Resume(s), and Inventory of Equipment. RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
Discretionary Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* SBEDA Form RFCSP Attachment E; and Associated Certificates, if applicable	
Proposal Bond and Associated Power-of-Attorney	
Veteran-Owned Small Business Preference Program (VOSB) Tracking Form RFCSP Attachment F	
Financial Information	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment O	
One (1) Original, eight copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

ATTACHMENT P

REDACTED PRE-SUBMITTAL SIGN-IN SHEETS

City of San Antonio - Convention and Sports Facilities Department
RFCSP 6100005637 - Annual Contract for Alamodome Supplemental Event Public Safety Staff
Pre-Submittal Conference

Monday, March 9, 2015; 3:30 p.m. Central Time

Please Print Legibly

Name	Company	Email Address	Phone
Jacinto Martinez	Frio Nevado Corp.	[redacted]	
ANNA BECERRA	GP EVENTS		
Mario Garcia	GP Events		
Greg Harris	Contemporary Services Corporation		
CHRIS GREENAMYER	RELYANT		
Jeff Spoerndle	Whelan Security		
Linda Beal	COSA Finance - Purchasing		
ANTHONY G. DENNIS	DENNIS SECURITY		

City of San Antonio - Convention and Sports Facilities Department
RFCSP 6100005637 - Annual Contract for Alamodome Supplemental Event Public Safety Staff
Pre-Submittal Conference

Monday, March 9, 2015; 3:30 p.m. Central Time

Please Print Legibly

Name	Company	Email Address	Phone
Laura Sanabria	COSA	[redacted]	
Lucy Barbosa	COSA - EDD		
Dennis LuBoy	Blue Armor Security		
Jennifer McCarthy	Blue Armor Security		
Frank McDonald	Alamodome		

ATTACHMENT Q

SMALL BUSINESS OFFICE 3-9-2015 PRE-SUBMITTAL CONFERENCE PRESENTATION

ALAMODOME SUPPLEMENTAL EVENT PUBLIC SAFETY

SBEDA PRESENTATION

SBEDA Affirmative Procurement Initiatives (APIs)

- SBE Prime Contract Program
  - 10 points

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: ***Alamodome Supplemental Event Public Safety Staff***

RESPONDENT NAME:

SOLICITATION API: ***Small Business Enterprise (SBE) Prime Contract Program***

API REQUIREMENTS: In order to receive the **ten (10)** evaluation preference points associated with the SBE Prime Contract Program on this solicitation, SBE Prime Respondents must document on this form that at least 51% of this contract shall be self-performed or shall be subcontracted to other certified Small Business Enterprises with a Significant Business Presence within the San Antonio Metropolitan Statistical Area.

SBEs must be certified with the South Central Texas Regional Certification Agency and be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to receive preference points. Please be sure to indicate dollar value or percentage of the value of the contract that will be paid to the subcontractors (if any). For further clarification, please contact Michael Sindon at (210) 207-3957.

Enter Respondent's (Prime) proposed contract participation level.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime:	$	%		
SAePS Vendor #:			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	

*** Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit http://www.sanantonio.gov/purchasing/saeps.aspx.***

Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	

A.Total Prime Participation:	$	%	*A. Total base bid amount to be kept by prime.*
B.Total Sub Participation:	$	%	*B. Total amount prime will pay to certified and non-certified subcontractors/suppliers*
C.Total Certified Sub Participation:	$	%	*C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above*
D.Total Prime & Sub Participation*:	$	%	*D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)*

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: _____ **Sign:** _____ **Title:** _____

Date: _____

****

FOR CITY USE

Action Taken: Approved_____ **Denied**_____ _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

Version 09/04/13

KEY POINTS/ REMINDERS

A. Utilization Plan must be completed in full with:

- Complete firm names
- Corresponding percentages
- Selected firms must perform commercially useful function (NIGP Code)

B. Vendors may request Exception .

- Submitted with response and are subject to SBO approval
- http://www.sanantonio.gov/SBO/Forms.aspx

C. All contractors/consultants and their subcontractors/sub consultants must be registered in SAePS

- http://www.sanantonio.gov/purchasing/saeps.aspx

D. SBO may be contacted until bid closing for assistance with completing the Utilization Plan and priority certification.

- Please note that priority certification is not guaranteed before bid closing

E. A listing for certified and non certified vendors with the City is available online

- http://sanantonio.gov/purchasing/vendorinformation/cosavendorlisting.aspx

F . PTAC is available to provide assistance to SMWBEs

- ptac@utsa.edu/ (210) 458-2458

ALAMODOME SUPPLEMENTAL EVENT PUBLIC SAFETY

SBEDA PRESENTATION

ATTACHMENT R

REDACTED TELECONFERENCING PRE-SUBMITTAL CONFERENCE SIGN-IN SHEET

City of San Antonio - Convention and Sports Facilities Department
RFCSP 6100005637 - Annual Contract for Alamodome Supplemental Event Public Safety Staff
Teleconferencing Pre-Submittal Conference

Tuesday, March 17, 2015; 1:00 p.m. Central Time

Please Print Legibly

Name	Company	Email Address	Phone
Frank McDonald	CoSA - Alamodome	[redacted]	
Linda Beal	CoSA - Purchasing		
Felicia Dennis	Dennis Security and Professional Service		
Anthony Camilleri	USA Security Services		
Greg Harris	Contemporary Services Corp		
Al Beauchamp	USA Security Services		
Lucy Barbosa	CoSA - Economic Dev - Small Business Office		

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: ***Alamodome Supplemental Event Public Safety Staff***

RESPONDENT NAME:

SOLICITATION API: ***Small Business Enterprise (SBE) Prime Contract Program***

API REQUIREMENTS: In order to receive the **ten (10)** evaluation preference points associated with the SBE Prime Contract Program on this solicitation, SBE Prime Respondents must document on this form that at least 51% of this contract shall be self-performed or shall be subcontracted to other certified Small Business Enterprises with a Significant Business Presence within the San Antonio Metropolitan Statistical Area.

SBEs must be certified with the South Central Texas Regional Certification Agency **and** be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to receive preference points. Please be sure to indicate dollar value or percentage of the value of the contract that will be paid to the subcontractors (if any). For further clarification, please contact Michael Sindon at (210) 207-3957.

Enter Respondent's (Prime) proposed contract participation level.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime:	$	%		
SAePS Vendor #:			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	

***** Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit http://www.sanantonio.gov/purchasing/saeps.aspx.***

Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
Sub: SAePS Vendor #:	$	%	SCTRCA #:	
A.Total Prime Participation:	$	%	*A. Total base bid amount to be kept by prime.*	
B.Total Sub Participation:	$	%	*B. Total amount prime will pay to certified and non-certified subcontractors/suppliers*	
C.Total Certified Sub Participation:	$	%	*C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above*	
D.Total Prime & Sub Participation*:	$	%	*D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)*	

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: _____ **Sign:** _____ **Title:** _____

Date: _____

****

FOR CITY USE

Action Taken: Approved_____ **Denied**_____ _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

Version 09/04/13

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: _____

Name of Respondent:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

_____

(Print Name) Authorized Representative of Bidder/Respondent

_____

(Signature) Authorized Representative of Bidder/Respondent

_____

Title

_____

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

CITY OF SAN ANTONIO
ALAMODOME

ATTACHMENT J
Alamodome Supplemental Event Public Safety Staff Service Request Form

Invoice Number	
Event	
Event Date	
Event Coordinator	
Estimated Attendance	
Contact Person	
e-mail	
Phone	
Fax	

Post Time	
Door Time	
Est. End Time	

Staffing:

	Number & Location	Begin Time	End Time	Hours
Event Public Safety Manager				
Event Security Supervisor				
Event Security Officer				
			Total Hours	

Alamodome Signature _____ Date _____

Contractor authorized Signature _____ Date _____

2014-2015 Event Information Calendar

Updated as of August 19, 2014

DATE	EVENT NAME	EVENT COORDINATOR	EST.	DOORS	SHOW	END TIME	PARKING LOTS
1/3/2015	US Army All American Bowl						
1/10/2015	Monster Jam Thrill Show						
1/11/2015	Monster Jam Thrill Show						
1/16/2015	Austin Sports Center Club Volleyball Tournament Tour of Champions						
1/17/2015	Austin Sports Center Club Volleyball Tournament Tour of Champions						
1/18/2015	Austin Sports Center Club Volleyball Tournament Tour of Champions						
1/19/2015	Austin Sports Center Club Volleyball Tournament Tour of Champions						
1/23/2015	Marvel Universe Spectacular Show						
1/24/2015	Marvel Universe Spectacular Show						
1/25/2015	Marvel Universe Spectacular Show						
1/29/2015	SA Boat & RV Show						
1/30/2015	SA Boat & RV Show						
1/31/2015	SA Boat & RV Show						
2/1/2015	SA Boat & RV Show						
2/6/2015	American Cheer Power Nationals						
2/7/2015	American Cheer Power Nationals						
2/8/2015	American Cheer Power Nationals						
2/14/2015	University of Phoenix Graduation (T)						
2/14/2015	Love & Happiness Concert Tour (T)						
2/21/2015	Love Jam Concert						
2/21/2015	HEB Alamo Run Fest Expo & Marathon (T)						
2/22/2015	Concert (T)						
2/27/2015	Spring Home & Garden Show - Show Technologies						
2/28/2015	Spring Home & Garden Show - Show Technologies						
3/1/2015	Spring Home & Garden Show - Show Technologies						
3/5/2015	UIL Boys Basketball Tournaments						
3/6/2015	UIL Boys Basketball Tournaments						
3/7/2015	UIL Boys Basketball Tournaments						
3/12/2015	UIL Girls Basketball Tournaments						
3/13/2015	UIL Girls Basketball Tournaments						
3/14/2015	UIL Girls Basketball Tournaments						
3/20/2015	Texas Rangers vs. Houston Astros						
3/21/2015	Texas Rangers vs. Houston Astros						
4/2/2015	Disney on Ice - Frozen						
4/3/2015	Disney on Ice - Frozen 1:00 pm						
4/3/2015	Disney on Ice - Frozen 7:30 pm						
4/4/2015	Disney on Ice - Frozen 11:30 am						
4/4/2015	Disney on Ice - Frozen 3:30 pm						
4/4/2015	Disney on Ice - Frozen 7:30 pm						
4/5/2015	Disney on Ice - Frozen 10:30 am						
4/5/2015	Disney on Ice - Frozen 2:30 pm						
4/5/2015	Disney on Ice - Frozen 6:30 pm						
4/8/2015	Pathway to Health						
4/9/2015	Pathway to Health						
4/10/2015	Pathway to Health						
4/16-4/26/15	Fiesta Carnival Parking Lot C						
4/18/2015	UTSA Spring Game						

Alamodome Event Information Calendar

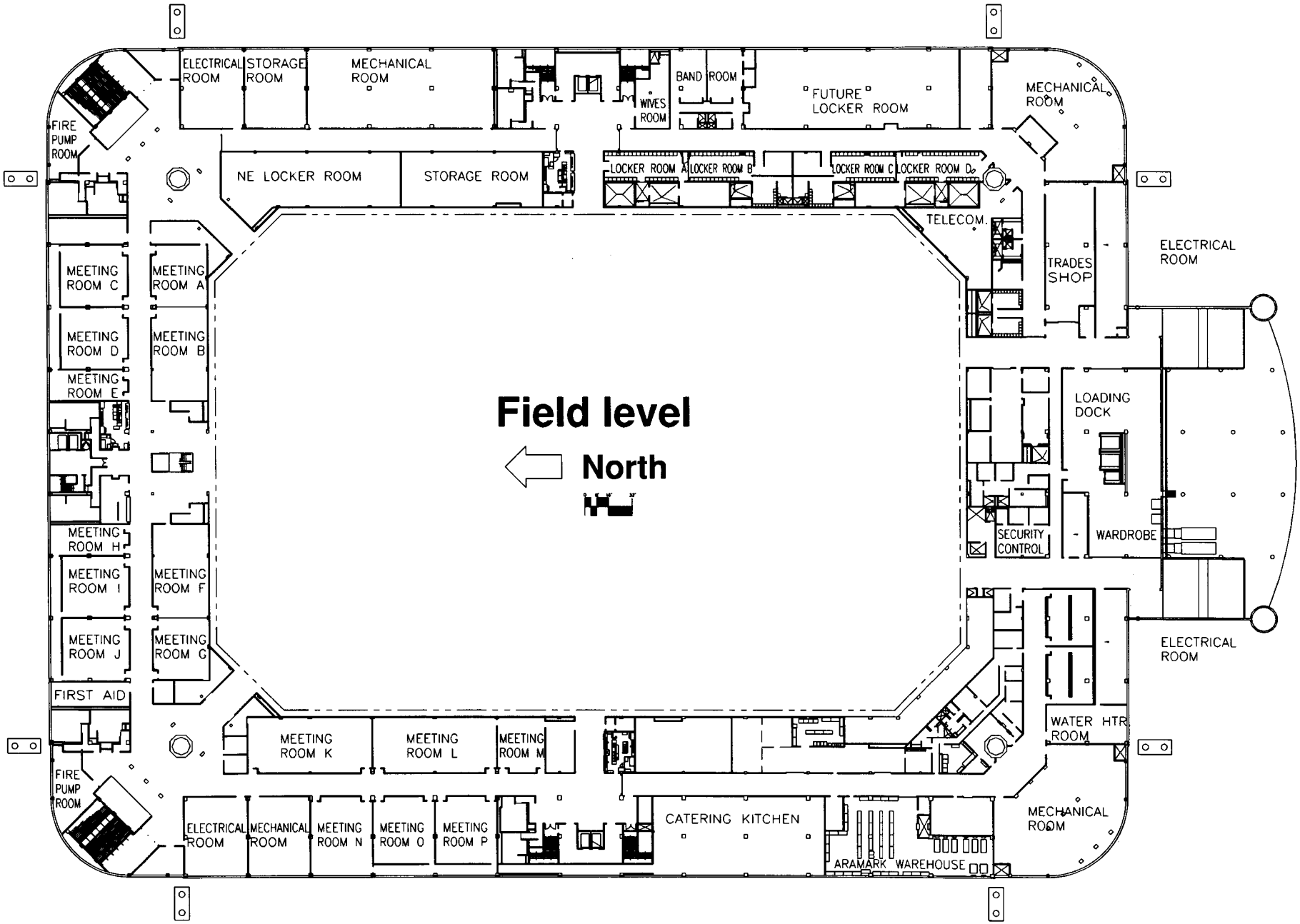
Updated as of August 19, 2014

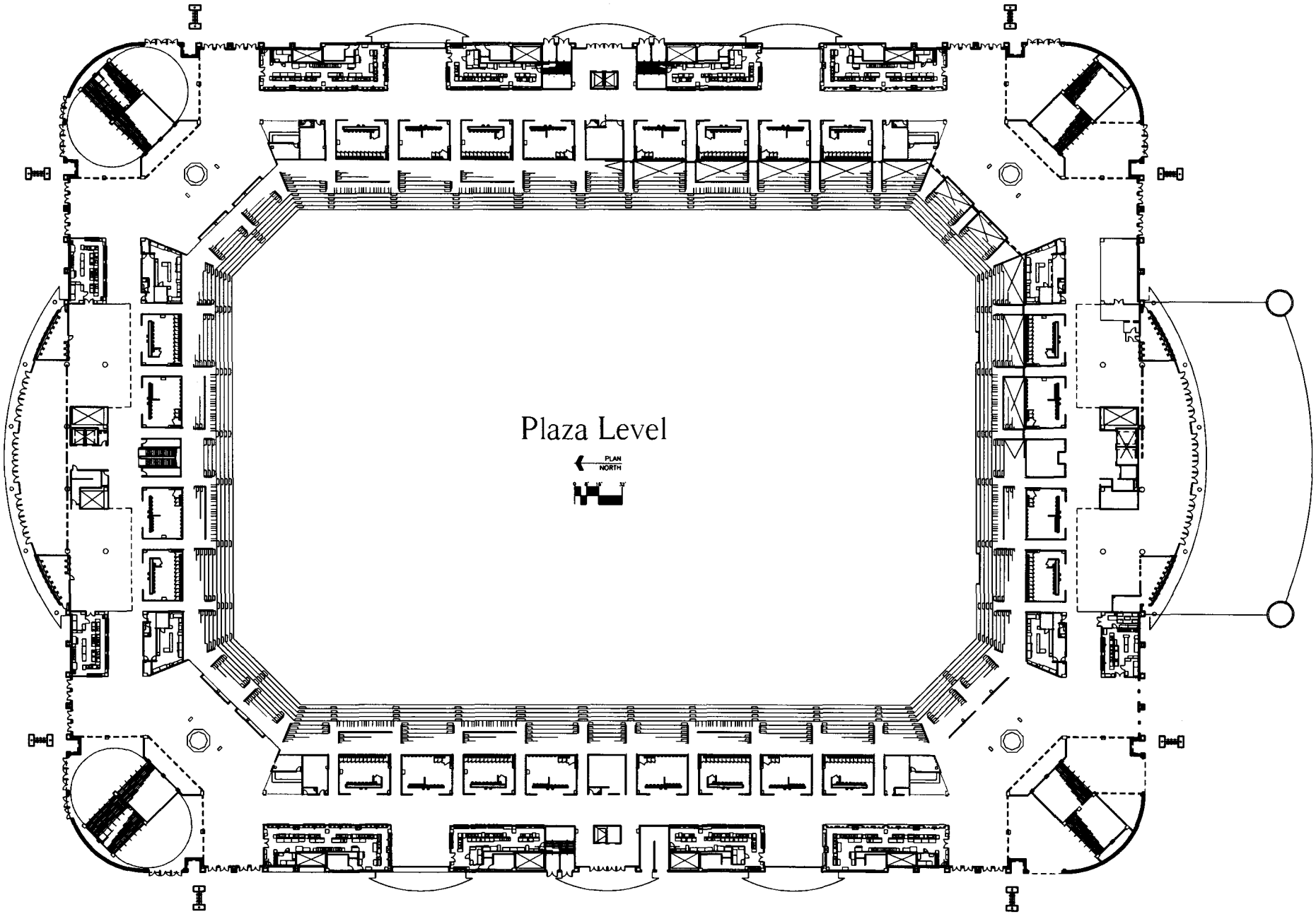
DATE	EVENT NAME	EVENT COORDINATOR	EST.	DOORS	SHOW	END TIME	PARKING LOTS
4/25/2015	SA Talons AFL						
5/8/2015	SA Talons AFL						
5/8/2015	UTSA Graduation 1 Ceremony						
5/8/2015	UTSA Graduation 2 Ceremony						
5/9/2015	UTSA Graduation 3 Ceremony						
5/14/2015	5 Linx Enterprises Inc.						
5/15/2015	5 Linx Enterprises Inc.						
5/16/2015	5 Linx Enterprises Inc.						
5/18/2015	SAPD School Patrols Rally						
5/23/2015	SA Talons AFL						
5/30/2015	SA Talons AFL						
5/30/2015	High School Graduation						
5/31/2015	High School Graduation						
6/1/2015	High School Graduation						
6/2/2015	High School Graduation						
6/3/2015	High School Graduation						
6/4/2015	High School Graduation						
6/5/2015	High School Graduation						
6/5/2015	High School Graduation						
6/6/2015	SA Talons vs. Orlando AFL						
6/7/2015	High School Graduation						
6/7/2015	High School Graduation						
6/7/2015	High School Graduation						
6/8/2015	High School Graduation						
6/8/2015	High School Graduation						
6/9/2015	High School Graduation						
6/9/2015	High School Graduation						
6/10/2015	High School Graduation						
6/10/2015	High School Graduation						
6/11/2015	High School Graduation						
6/11/2015	High School Graduation						
6/12/2015	High School Graduation						
6/12/2015	High School Graduation						
6/13/2015	SA Talons vs. Arizona AFL						
6/14/2015	High School Graduation						
6/15/2015	High School Graduation						
6/19-6/21/15	Soccer (T)						
6/20/2015	Super Freestyle Explosion Concert (T)						
7/2/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist						
7/3/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist						
7/4/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist						
7/5/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist						
7/6/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist						
7/7/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist						
7/8/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist						
7/9/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist						
7/10/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist						

2014-2015 Event Information Calendar

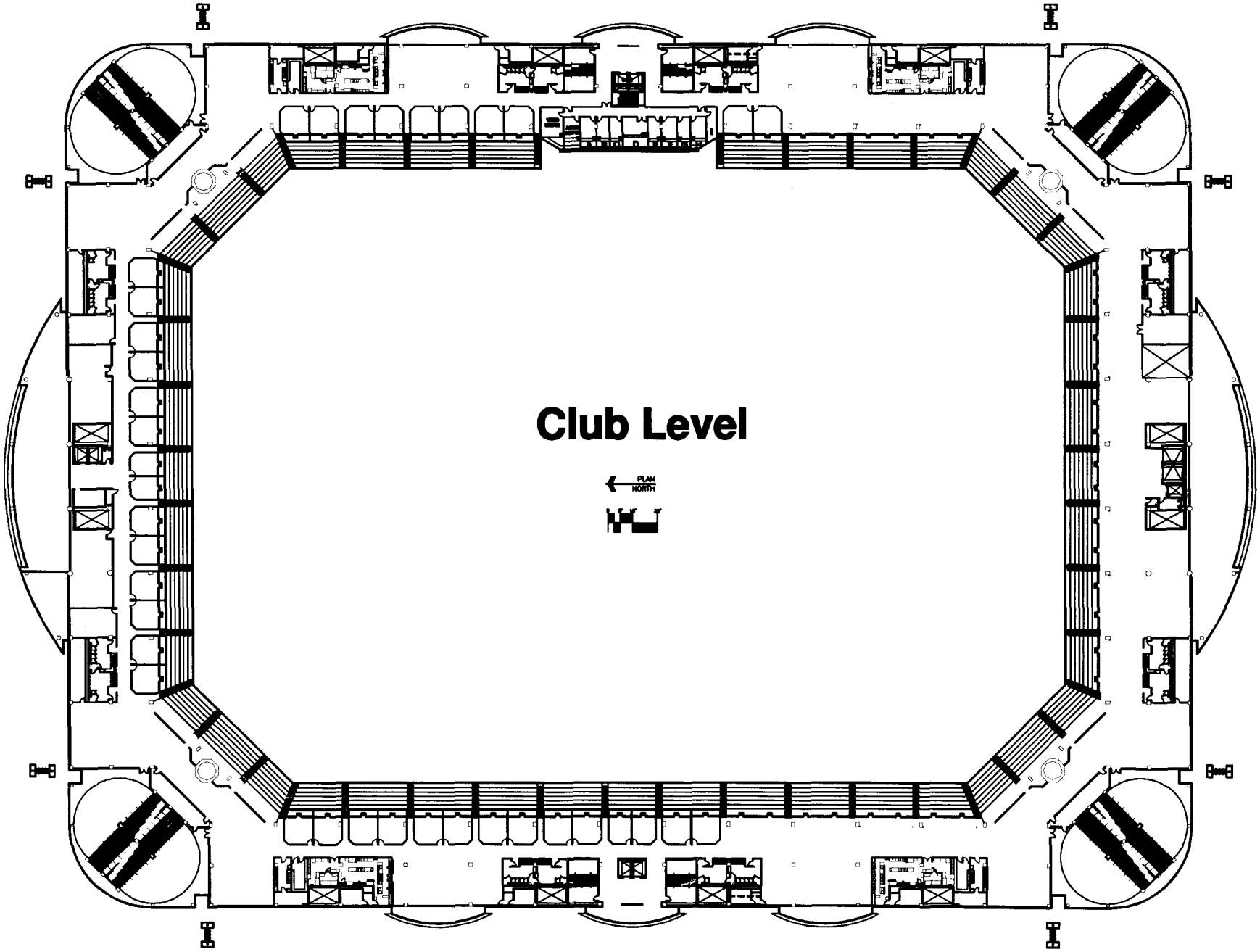
Updated as of August 19, 2014

DATE	EVENT NAME	EVENT COORDINATOR	EST.	DOORS	SHOW	END TIME	PARKING LOTS
7/11/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist						
7/16-7/27/15	Soccer (T)						
7/18/2015	Drum Corp International						
8/1/2015	Soccer (T)						
8/14/2015	Texas Trophy Hunters Extravaganza						
8/15/2015	Texas Trophy Hunters Extravaganza						
8/16/2015	Texas Trophy Hunters Extravaganza						
9/12/2015	UTSA Game						
9/18/2015	Fall Home & Garden Show - Show Technology Productions						
9/19/2015	Fall Home & Garden Show - Show Technology Productions						
9/20/2015	Fall Home & Garden Show - Show Technology Productions						
9/26/2015	UTSA Game						
10/3/2015	UTSA Game						
10/10/2015	UTSA Game						
10/17/2015	UTSA Game						
10/24/2015	UTSA Game						
10/30/2015	Bands of America Music For All						
10/31/2015	Bands of America Music For All						
11/2/2015	UIL State Marching Band Finals						
11/3/2015	UIL State Marching Band Finals						
11/7/2015	UTSA Game						
11/14/2015	UTSA Game						
11/21/2015	UTSA Game						
11/28/2015	UTSA Game						
12/4/2015	Competitor Group 1/2 & Full Marathon Race Expo (T) *NEW DATES*						
12/5/2015	Competitor Group 1/2 & Full Marathon Race Expo (T) *NEW DATES*						
12/6/2015	Competitor Group 1/2 & Full Marathon Race Day Finish (T) *NEW DATES*						
12/12/2015	Private Employee Holiday Christmas Party (T)						
1/2/2016	Valero Alamo Bowl Game (T)						
	(T) Tentative Hold						

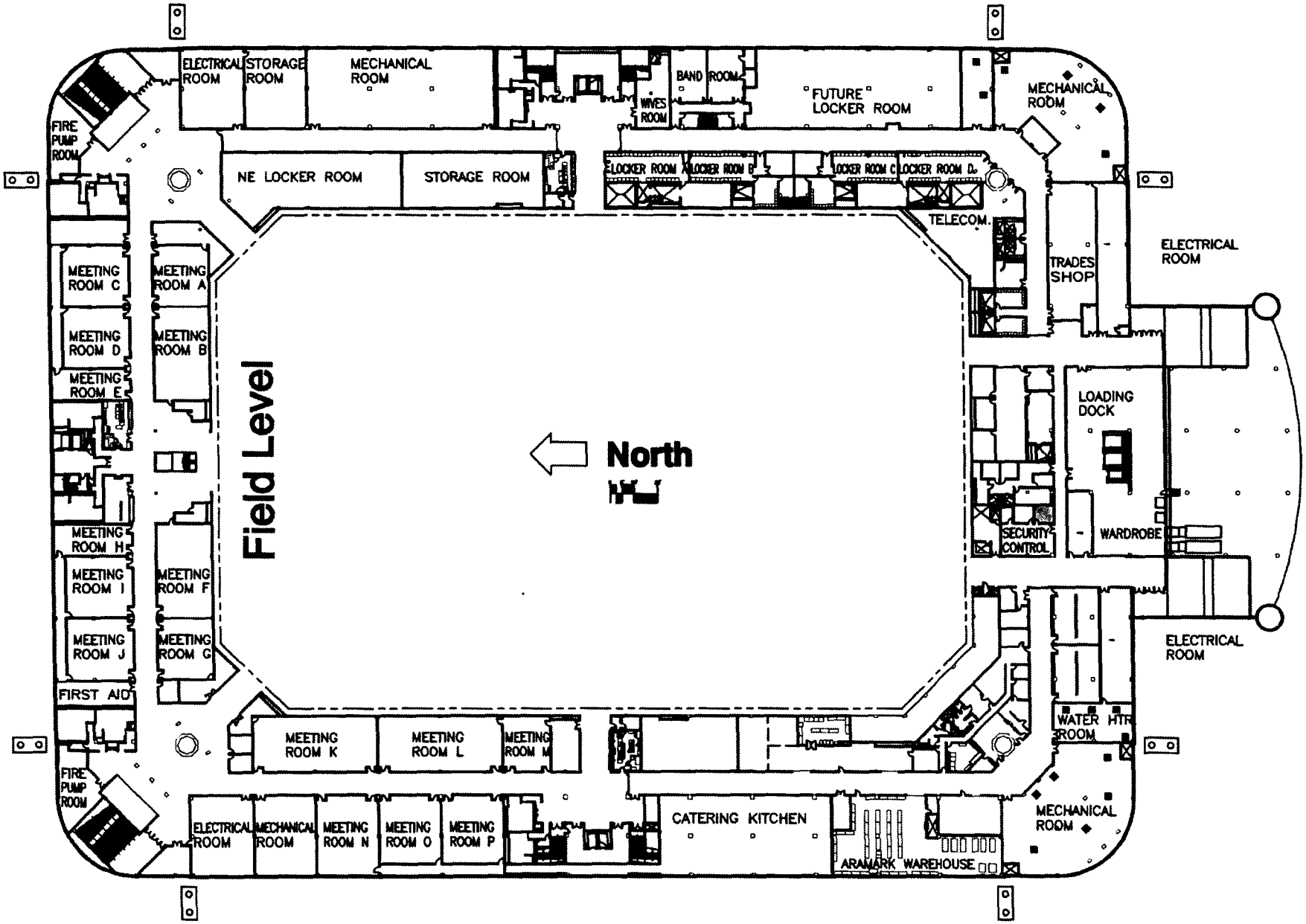

Field level
North
ELECTRICAL ROOM
STORAGE ROOM
MECHANICAL ROOM
WIVES ROOM
BAND ROOM
FUTURE LOCKER ROOM
MECHANICAL ROOM
FIRE PUMP ROOM
NE LOCKER ROOM
STORAGE ROOM
LOCKER ROOM A
LOCKER ROOM B
LOCKER ROOM C
LOCKER ROOM D
TELECOM.
TRADES SHOP
ELECTRICAL ROOM
MEETING ROOM C
MEETING ROOM A
MEETING ROOM D
MEETING ROOM B
MEETING ROOM E
LOADING DOCK
SECURITY CONTROL
WARDROBE
MEETING ROOM H
MEETING ROOM I
MEETING ROOM F
MEETING ROOM J
MEETING ROOM G
ELECTRICAL ROOM
FIRST AID
WATER HTR ROOM
MEETING ROOM K
MEETING ROOM L
MEETING ROOM M
FIRE PUMP ROOM
ELECTRICAL ROOM
MECHANICAL ROOM
MEETING ROOM N
MEETING ROOM O
MEETING ROOM P
CATERING KITCHEN
MECHANICAL ROOM
ARAMARK WAREHOUSE


Plaza Level
PLAN NORTH

North


Club Level
PLAN NORTH

Upper Level


ELECTRICAL ROOM
STORAGE ROOM
MECHANICAL ROOM
WIVES ROOM
BAND ROOM
FUTURE LOCKER ROOM
MECHANICAL ROOM
FIRE PUMP ROOM
NE LOCKER ROOM
STORAGE ROOM
LOCKER ROOM A
LOCKER ROOM B
LOCKER ROOM C
LOCKER ROOM D
TELECOM.
TRADES SHOP
ELECTRICAL ROOM
MEETING ROOM C
MEETING ROOM A
MEETING ROOM D
MEETING ROOM B
MEETING ROOM E
Field Level
North
LOADING DOCK
SECURITY CONTROL
WARDROBE
MEETING ROOM H
MEETING ROOM I
MEETING ROOM F
MEETING ROOM J
MEETING ROOM G
FIRST AID
ELECTRICAL ROOM
MEETING ROOM K
MEETING ROOM L
MEETING ROOM M
WATER HTR ROOM
FIRE PUMP ROOM
ELECTRICAL ROOM
MECHANICAL ROOM
MEETING ROOM N
MEETING ROOM O
MEETING ROOM P
CATERING KITCHEN
ARAMARK WAREHOUSE
MECHANICAL ROOM

City of San Antonio - Convention and Sports Facilities Department
RFCSP 6100005637 - Annual Contract for Alamodome Supplemental Event Public Safety Staff
Teleconferencing Pre-Submittal Conference

Tuesday, March 17, 2015; 1:00 p.m. Central Time

Please Print Legibly

Name	Company	Email Address	Phone
Frank McDonald	CoSA - Alamodome	[redacted]	
Linda Beal	CoSA - Purchasing		
Felicia Dennis	Dennis Security and Professional Service		
Anthony Camilleri	USA Security Services		
Greg Harris	Contemporary Services Corp		
Al Beauchamp	USA Security Services		
Lucy Barbosa	CoSA - Economic Dev - Small Business Office		

007 - SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information
Please Print or Type

Vendor ID No.	V10022890
Signer's Name	Jeff Spoerndle
Name of Business	Whelan Security Co.
Street Address	1700 West Highway 36, Suite 225
City, State, Zip Code	Roseville, MN 55113
Email Address	jspoerndle@whelansecurity.com
Telephone No.	612-269-6393
Fax No.	651-319-9527
City's Solicitation No.	6100005637 RFCSP 15-039

Signature of Person Authorized to Sign Proposal

RFCSP ATTACHMENT B

PRICE SCHEDULE

In each of the following tables, enter Contractor's rates (dollars and cents) in the designated cells for each year of the Agreement. **EACH REQUESTED RATE MUST BE FILLED-IN, OR CONTRACTOR'S BID SHALL BE DISQUALIFIED.** Contractor shall be bound by these rates during the term of the Agreement. Contractor's only payment or compensation from the City under this Agreement shall be pre-approved and billed hours at the applicable rate indicated for the specific Agreement year, or as specified elsewhere herein. These rates shall not be adjusted for any reason during the term of the Agreement, therefore Contractor should calculate and include within each rate any and all costs (i.e. overhead, Service Equipment) Contractor seeks to recoup for the provision of these Services, as well as Contractor's profit.

The Estimated Number of Annual Man-Hours is based on the FY's 2014-2015 Event List incorporated herein and attached as Attachment K. These hours should be used in Contractor's calculations of rates during the term of the Agreement; however the City does not guarantee a minimum number of man-hours as these can fluctuate based on the number and type of events booked or cancelled.

Contractor's score for the Price Schedule portion of the evaluation criteria shall be determined largely on the total estimated cost of the Agreement, as calculated by the City multiplying the Estimated Number of Annual Man-Hours by the Contractor's rates for each year of the Agreement.

Contractor should contemplate and incorporate into its rates all future increases in the federal minimum wage and other costs of doing business.

All contractors must use the Price Schedule in the exact format as shown below. Any deviations or exceptions, such as the inclusion of contingent price increases, will result in the rejection of the proposal from consideration.

EVENT PUBLIC SAFETY STAFF

STAFFING (indicate hourly rate except as noted)	Estimated Number of Annual Man-Hours	Upon Award - 06/30/2016	07/1/2016 - 6/30/2017	07/1/2017 - 6/30/2018
Event Public Safety Manager (indicate hourly rate)	2,080	$ 28.30 /hr.	$ 28.30 /hr.	$ 29.01 /hr.
Event Public Safety Supervisor (indicate hourly rate)	1,000	$ 18.70 /hr.	$ 18.70 /hr.	$ 19.17 /hr.
Event Public Safety Officer (indicate hourly rate)	9,500	$ 16.68 /hr.	$ 16.68 /hr.	$ 17.10 /hr.

Please note hours worked by Event Public Safety Officers and Event Public Safety Supervisors are billed at 1.5 times the rate listed above for hours worked New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Event Public Safety Manager is charged at the regular rate on all above listed holidays.

City of San Antonio

ADDENDUM I

SUBJECT: **Annual Contract for Alamodome Supplemental Event Public Safety Staff – Request for Competitive Sealed Proposals, (RFx 6100005637, RFCSP 15-039), Scheduled to Open: March 27, 2015; Date of Issue: February 25, 2015**

FROM: Paul J. Calapa, Procurement Administrator

DATE: March 13, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. Add Attachment P - Redacted Pre-Submittal Conference Sign-in Sheet

2. Add Attachment Q – Small Business Office 3/9/2015 Pre-Submittal Conference Presentation

3. 004 – Specifications / Scope of Services, Item 4.1.16. is amended to read as follows:

   "4.1.16 Event Public Safety Manager: This position is required to supervise all event public safety staff. The Event Public Safety Manager is required to attend all pre and post event reviews, and informational meetings. The Event Public Safety Manager will ensure all event public safety staff are fully briefed and trained for the function they are performing on any post. This individual will ultimately assume the responsibility of being the in house liaison between the Contractor and the Facility. The Event Public Safety Manager will be responsible for ensuring that the provisions of this agreement are fulfilled and all Facility and City of San Antonio policies and procedures are enforced. This position works directly with the Alamodome Public Safety Manager."

4. 004 – Specifications / Scope of Services, Item 4.1.20. is amended to read as follows:

   "The Contractor shall maintain an employee file for each employee assigned to the Alamodome, and files shall contain, at a minimum training certifications, copy of Private Security Board ID card, drug screening results, background check, copy of driver's license or ID card, and all other documentation required to be maintained in the company files by the State of Texas Department of Public Safety Private Security Board."

5. 004 – Specifications / Scope of Services, Item 4.1.23. is added as follows:

   "4.1.23 In order to allow Contractor sufficient time to be ready to provide services, City may use a different contractor to provide staffing for actual events prior to August 1, 2015. Even if not providing staffing for actual events, the Event Public Safety Manager shall attend all pre and post event

reviews, and informational meetings, in accordance with Section 4.1.16, prior to commencement of services for scheduled events from August 1st and beyond. However, if Contractor has provided services in the Alamodome in the past, and City and Contractor both agree that Contractor is ready and able to provide actual event staffing services prior to August 1, 2015, the parties may mutually agree to commence actual event staffing services after contract award and prior to August 1, 2015."

6. 004 – Specifications / Scope of Services, Item 4.3.1.6. is deleted in its entirety.

7. 004 – Specifications / Scope of Services, Item 4.5.3. is amended to read as follows:

   "4.5.3 Contractor is in non-exclusive possession of the Assigned Area. Upon termination of this Agreement, without regard to how such termination may be brought about (including default by any party), Contractor shall surrender and deliver peacefully the Assigned Area, and any City–provided supplies or equipment utilized to provide Services to City in the same condition as same were delivered to Contractor, reasonable wear and tear, alterations and improvements approved by City, and damages from fire and other casualty excepted unless caused by Contractor. All improvements and alterations to Contractor's Assigned Area made by Contractor, and all permanently-affixed equipment installed by City or Contractor, shall be the property of City."

8. Add: Attachment B – Price Schedule, Rev. 1, is amended to revise the "Staffing" box in the table as shown below. The staffing positions and estimated number of Annual Man-Hours are not amended and remain the same. Attachment B – Price Schedule, Rev. 1 is posted as a separate document.

STAFFING (indicate hourly rate ~~except as noted~~)	Estimated Number of Annual Man-Hours	Upon Award - 06/30/2016	07/1/2016 – 6/30/2017	07/1/2017 – 6/30/2018

9. 003 – INSTRUCTIONS FOR RESPONDENTS – Pre-Submittal Conference, paragraph 3 is added to add an additional Pre-Submittal conference on March 17, 2015 via teleconferencing as follows:

   "An additional Pre-Submittal Conference by teleconferencing has been scheduled for March 17, 2015 at 1:00 p.m. Central Time. Please call in promptly at the scheduled teleconferencing pre-submittal conference date and time using the below dial-in access information:

   Conference Call Number: 1-877-226-9790
   Access Code: 4511640"

On March 9, 2015, the City of San Antonio hosted a Pre-Submittal conference to provide information and clarification for the Annual Contract for Alamodome Supplemental Event Public Safety Staff. Below is a list of questions that were asked at the pre-submittal conference and the Small Business Economic Development Advocacy (SBEDA) presentation. The City's official response to questions asked is as follows:

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

1. Question: Is the Alamodome an open house facility or closed house facility? In other words, can event clients use any public safety vendor? Are there any events/clients that would be exempt?
   Response: For this annual contract, the successful Event Public Safety vendor will be the exclusive provider for the Alamodome.

2. Question: How were the annual hours estimated? Was it based on last year's events?
   Response: The last 3 years of events that utilized public safety staff were reviewed and averaged.

3. Question: If an event wants to use another security company, will this be an exclusive contract?
   Response: Yes, the Event Public Safety contract will be an exclusive contract.

4. Question: Can proposals be delivered by Federal Express?
   Response: Yes, the Office of the City Clerk does receive deliveries from Federal Express. It is the respondent's responsibility to ensure the submission deadline is met.

5. Question: Is respondent required to fill out the SBEDA Utilization Plan (UP) form?
   Response: Although there is not a subcontracting requirement for this project, completed SBEDA UP forms are still required with submission and are used to track possible subcontractor participation, if any are to be used. In addition, the information on this form is used to determine whether a respondent is eligible to receive the SBE Prime Contract Program preference points.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATIONS:

6. Question: What is the expected first day of service under this contract?
   Response: Refer to Item 4 above.

7. Question: Typically have you found that a radio repeater is required for effective communication at the Alamodome?
   Response: It varies based upon the radio system used.

8. Question: Based on past experience what has been the maximum number of hand-held metal detectors required for a sold-out event at the Alamodome?
   Response: The number of hand-held metal detectors varies according to the total number of ingress doors in use.

9. Question: In item 4.1.20 it references a health certification. What type of health certification are you looking to be completed? What would be acceptable documentation for this certification?
   Response: The requirement to include a health certification in the employee file has been removed. Refer to Item 3 above.

10. Question: In 4.5.1 it outlines that the Alamodome will provide an on-site office for the site manager. Does the office currently have furniture or is that the responsibility of the contractor?
    Response: The office is currently furnished, however the contractor may provide their own furniture.

11. Question: In addition to the office space is there a storage area for event day equipment such as metal detectors, radios and uniforms?
    Response: Storage space may be provided to the contractor for equipment, subject to availability.

12. Question: Is there a typical weekly schedule that the Alamodome would like to see the Event Public Safety Manager work?
    Response: The schedule of the Event Public Safety Manager should ensure that the requirements of 4.1.16 are fulfilled. Refer to the chart in 4.1.1 for estimated annual staffing hours.

    "4.1.16 Event Public Safety Manager: This position is required to supervise all event public safety staff. The Event Public Safety Manager is required to attend all pre and post event reviews, and informational meetings. The Event Public Safety Manager will ensure all event public safety staff are fully briefed and trained for the function they are performing on any post. This individual will ultimately assume the responsibility of being the in house liaison between the Contractor and the Facility. The Event Public Safety Manager will be responsible for ensuring that the provisions of this agreement are fulfilled and all

Facility and City of San Antonio policies and procedures are enforced. This position works directly with the Alamodome Public Safety Manager."

13. Question: In the RFCSP it outlines a cap as part of the employee uniform. Is there a specific cap required or is a company branded baseball cap acceptable?
    Response: Uniform designs are to be submitted for approval by the City.

    "4.1.15 Event public safety staff must wear a distinct uniform as determined by the Facility. The uniform must reflect a professional image. Event public safety staff must wear a service cap at all times while conducting screenings. The uniforms of the Event Public Safety Manager, Event Public Safety Supervisors, and Event Public Safety Officers must be different to differentiate job responsibilities, chain of command and for easy identification purposes. The cost of the uniforms will be the responsibility of the Contractor."

14. Question: Can you provide us with a sample service request for a large concert, University of Texas San Antonio game, and the Valero Alamo Bowl game?
    Response: Staffing varies according to the projected attendance numbers, duration and type of event as well as any other special considerations associated with the event.

    "4.0.1 The City of San Antonio's Convention and Sports Facilities Department is soliciting proposals for a Contractor (hereafter "Contractor"), to supply unarmed, non-commissioned event public safety staff to provide event security services (hereafter "Service or Services") for events held at the Alamodome (hereafter "Facility"), located at 100 Montana Street, San Antonio, Texas 78203, on an as needed basis, in accordance with the specifications listed herein. **Due to the nature of the events held at this facility such as concerts, with national or international stars or professional sporting events, the contractor must be able to provide as many as 400 or more security staff at a single event."**

    "4.2.2 The number of Event Public Safety staff required for each event will be determined based upon the projected attendance numbers, duration and type of event as well as any other special considerations associated with the event. The Alamodome Public Safety Manager will review all staff proposals and will determine the number, placement, and duties, of event security and supervisory personnel. A Service Request Form will be forwarded to the Contractor for each event requiring services in order for the Contractor to plan adequate coverage."

15. Question: Are there any full-time positions under this RFCSP other than the Event Public Safety Manager?
    Response: The Event Public Safety Manager is a full-time position dedicated to the Alamodome. Refer to the chart in 4.1.1 for estimated annual staffing hours for estimated event staffing.

16. Question: Who is the current contractor providing you services and the rate being paid by the City for this service.
    Response: This is a new annual contract. There is not a current contractor.

17. Question: How many hours a year or approximately and why is this solicitation being offered again. This solicitation was done not long ago.
    Response: Refer to 4.1.1 for estimated annual hours for each position.

    Based on departmental needs, the specifications have changed from any prior solicitation. Respondents are responsible to thoroughly review this RFCSP 6100005637 and submit a proposal response on the scope of work and terms and conditions of RFCSP 6100005637 only.

18. Question: What is the name of the current company that provides these services?
    Response: Refer to Question 16 above.

19. Question: What are the most current billable hourly rates?
    Response: Due to this being a new annual contract, current billable hours and rates are not available.

****THIS ADDENDUM SHALL BE SIGNED AND RETURNED WITH THE BID PACKAGE****

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

Date_____

Company Name_____

Address_____

City/State/Zip Code_____

Signature_____

City of San Antonio

ADDENDUM II

SUBJECT: **Annual Contract for Alamodome Supplemental Event Public Safety Staff – Request for Competitive Sealed Proposals, (RFx 6100005637, RFCSP 15-039), Scheduled to Open: March 27, 2015; Date of Issue: February 25, 2015**

FROM: Paul J. Calapa, Procurement Administrator

DATE: March 20, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. Add Attachment R - Redacted Teleconferencing Pre-Submittal Conference Sign-in Sheet

On March 17, 2015, the City of San Antonio hosted a Pre-Submittal teleconference to provide information and clarification for the Annual Contract for Alamodome Supplemental Event Public Safety Staff. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL TELECONFERENCE:

1. Question: How many events per year will require 400 event public safety staff? Are there any such events scheduled during 2015?
   Response: Events that require increased public safety staff are infrequent; examples are events such as the George Strait concert in June 2014 and the 2014 San Antonio Spurs NBA championship events.

2. Question: What is the amount required for the performance bond?
   Response: Refer to Section 005 - SUPPLEMENTAL TERMS & CONDITIONS, Performance Bond.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg