

AN ORDINANCE 2010-12-16-1104

AUTHORIZING A THREE-YEAR CONTRACT WITH ALLIED BARTON SECURITY SERVICES FOR SECURITY GUARD SERVICES FOR AN ESTIMATED AMOUNT OF \$2,560,000.00 PER YEAR.

* * * * *

WHEREAS, the City of San Antonio issued a Request For Proposal for Security Guard Services; and

WHEREAS, the selection committee reviewed the submissions, resulting in the selection of Allied Barton Security Services for the security services contract; **NOW THEREFORE**,

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

SECTION 1. The proposal of Allied Barton Security Services, for an estimated cost of \$2,560,000.00 per year for three years, to provide the City of San Antonio with security guard services, is hereby accepted. A copy of the Contract, Score Summary and Discretionary Contracts Disclosure are attached hereto and are incorporated by reference as **Attachment 1**.

SECTION 2. Funding for this ordinance will be identified when work orders are issued from the potential funding sources. Potential funding sources include but are not limited to Capital funds, operating budgets and grants authorized by City Council. All expenditures will comply with Operating and or Capital Budgets for current and future fiscal years.

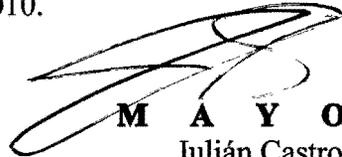
SECTION 3. Payment not to exceed the limitations of the budgeted amount is authorized to Allied Barton Security Services and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

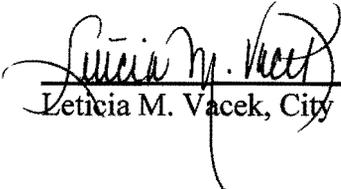
JK
12/9/10
#45

SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 16th day of December, 2010.

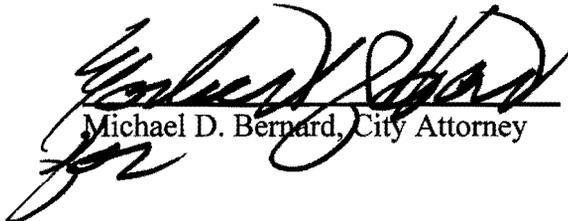

M A Y O R
Julián Castro

ATTEST:

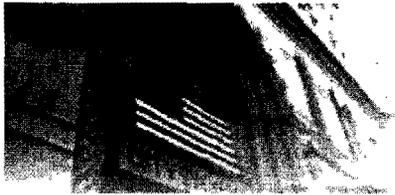


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 45

Name:	6, 7, 8, 9, 10, 11, 12, 16, 17, 18, 20A, 20B, 22A, 22B, 24, 25A, 25B, 25C, 26, 27, 30, 31, 33A, 33B, 33D, 33E, 34, 35, 36, 37, 39A, 39B, 40, 41, 42A, 42B, 43A, 43B, 44, 45, 46, 47, 48, 49, 50						
Date:	12/16/2010						
Time:	10:30:06 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a three-year contract with Allied Barton Security Services for security guard services for an estimated amount of \$2,560,000.00 per year. [Ben Gorzell, Chief Financial Officer; Hugh Miller, Director, Information Technology Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7	x					
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

AGREEMENT FOR SECURITY GUARD SERVICES BETWEEN
ALLIEDBARTON SECURITY SERVICES LLC
AND
THE CITY OF SAN ANTONIO

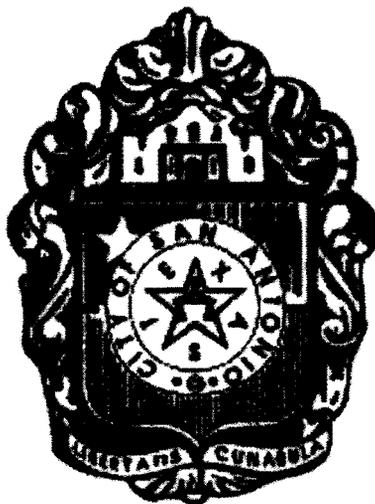


Exhibit 1

AGREEMENT FOR SECURITY GUARD SERVICES BETWEEN

ALLIEDBARTON SECURITY SERVICES LLC

AND

THE CITY OF SAN ANTONIO

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**AGREEMENT FOR SECURITY GUARD SERVICES BETWEEN
ALLIEDBARTON SECURITY SERVICES LLC**

AND

THE CITY OF SAN ANTONIO

STATE OF TEXAS }

COUNTY OF BEXAR }

This AGREEMENT is made and entered into by and between the City of San Antonio (hereinafter referred to as “**CITY**”), a Texas Municipal Corporation acting by and through its City Manager, pursuant to Ordinance No. _____, passed and approved on the ____ day of _____, _____, and **ALLIEDBARTON SECURITY SERVICES LLC**, by and through its District Manager, Mike Embree, (hereinafter referred to as “**CONTRACTOR**”), both of which may be referred to herein collectively as the “**PARTIES**”.

IN CONSIDERATION of the mutual covenants, terms, conditions, privileges and obligations herein contained, **CITY** and **CONTRACTOR** do hereby agree as follows:

I. PERIOD OF SERVICE

Unless terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be for a period beginning on December 30, 2010 and ending on December 29, 2013. This agreement may be extended for a 2 year period, upon the agreement of the **PARTIES** without further approval of the San Antonio City Council.

II. SCOPE OF SERVICES

CONTRACTOR shall provide security guard services to the City of San Antonio according to the provisions in the document entitled “Scope of Services,” attached hereto as Exhibit 1 and incorporated by reference for all purposes. The City reserves the right to add or delete locations, change security services hours, and/or change the type of officer required as determined by the City’s requirements.

III. COORDINATION WITH THE CITY

3.1 The Security Operations Manager of the City of San Antonio Public Safety Division, or his designee, herein referred to as the Project Coordinator, will act on behalf of **CITY** with respect to the work performed pursuant to this AGREEMENT. The Project Coordinator, or his or her designated representative, shall have complete authority to receive information, interpret

CITY's policies and make decisions with respect to materials, elements and work pertinent to the **CONTRACTOR's** services and deliverables.

3.2 **CONTRACTOR** shall be available for conferences with the Project Coordinator or his or her representatives as requested by **CITY**, as often as deemed necessary by City, throughout the term of this AGREEMENT at no additional charge to **CITY**.

3.3 All work performed by **CONTRACTOR** pursuant to this AGREEMENT shall not be considered successfully completed without written acceptance by the Project Coordinator. **CITY** is authorized to withhold payment of any funds due **CONTRACTOR** hereunder until the services performed hereunder have been reviewed, accepted and approved by Project Coordinator.

IV. COMPENSATION

In consideration of the services performed by **CONTRACTOR**, as stated and contained herein, the City shall pay the **CONTRACTOR** fees in the following amounts:

Non-Commissioned Security Officer (Officer I)	\$14.56 per hour
Commissioned Security Officer (Officer II)	\$16.09 per hour
Access Control Officer (non-commissioned)	\$19.15 per hour
Alarm Monitor (optional, non-commissioned)	\$19.92 per hour
Shift Supervisor (commissioned)	\$0.00 per hour (Cost included in Contractor Markup)

In consideration of the services performed by **CONTRACTOR**, as stated and contained herein, the **CONTRACTOR** shall pay the Security Officer an hourly wage rate in the following minimum amounts:

Non-Commissioned Security Officer (Officer I)	\$9.50 per hour
Commissioned Security Officer (Officer II)	\$10.50 per hour
Access Control Officer (non-commissioned)	\$12.50 per hour
Alarm Monitor (optional, non-commissioned)	\$13.00 per hour
Shift Supervisor (commissioned)	\$13.50 per hour

In consideration of the services performed by the **CONTRACTOR**, as stated and contained herein, the **CITY** shall consider an annual cost-of-living hourly rate wage increase pursuant to fair business practices. **CONTRACTOR** may not pay Security Officers less than the minimum hourly wage rate in this section for any reason. Overtime rates may be billed to the **CITY** at 1.46

times the bill rates listed above for extra coverage requests when less than seven days notice is given, provided that Security Officers working extra coverage requests be paid 1.5 times the hourly wage rates listed above.

In the event that the CONTRACTOR experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by the CONTRACTOR hereunder or by or in respect of the CONTRACTOR to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical, welfare and other benefits, including without limitation costs incurred by the CONTRACTOR pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the billing rates shall be increased by a percentage equal to the percentage increase in the CONTRACTOR's costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. The CONTRACTOR will provide the CITY notice of such change in the billing rates. Notwithstanding anything contained in this Section to the contrary, the CONTRACTOR may pass through the costs set forth in sub-clauses (1)-(4) of this paragraph to the CITY as incurred or accrued and the CITY shall pay the CONTRACTOR for such costs. As used herein, "Healthcare Reform Legislation Costs" shall mean the cost incurred by the CONTRACTOR in respect of the employee medical, welfare and other benefits required to be provided to its personnel by the Patient Protection and Affordable Care Act of 2010, as amended, and the regulations promulgated thereunder (as the same may be amended hereafter, the "Act"). Without limiting the foregoing, Healthcare Reform Legislation Costs shall include, in the CONTRACTOR's discretion, any assessments and payments required pursuant to Section 1513 of the Act in lieu of benefits payable by the CONTRACTOR; provided that the cost of such assessments, payments and any associated costs are less than the cost of the CONTRACTOR's providing the benefits required by the Act.

V. LIQUIDATED DAMAGES

5.1 CONTRACTOR understands and agrees that failure to comply with any time or performance requirements in accordance with this AGREEMENT will result in damage to CITY, and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay or nonperformance. Upon the occurrence of any of the following acts listed in this section identified as paragraphs "a" through "h" below, CITY may adjust CONTRACTOR's billing to reflect the reduced value of billed services as follows as liquidated damages:

Paragraphs "a" through "g" deduct \$100.00 per incident;

Paragraph "h through "l" deduct \$200.00 per incident.

The CITY shall in its sole discretion, determine imposition of these liquidated damages, and may elect to waive imposition of said liquidated damages without waiving any other rights at law or equity. Therefore, CITY and CONTRACTOR hereby agree that the following acts are subject to the imposition of liquidated damages:

- a. Failure to provide screened, qualified officer(s) and/or supervisor(s) for each location and for each technique, as needed, and failure to familiarize the officers and/or supervisors with the location(s), including the building, and the assigned duties prior to CONTRACTOR assigning the officer(s) and/or supervisor(s) to the site and/or shift.
- b. Failure to train, in advance, any security employee assigned to the premises with specific training as required by this specification and in compliance with the Texas Private Security Agency.
- c. Failure to assign trained employees as replacements.
- d. Allowing an employee to work in excess of twelve (12) hours per twenty-four (24) hour period, or allowing an employee to work in excess of sixty (60) hours per week, without obtaining a waiver of said requirements from the City of San Antonio. The working hours restrictions shall apply to an employees total hours worked outside of this contract.
- e. Failure to maintain or provide complete documentation as required under the Private Investigators and Private Security Agencies Act.
- f. Failure to produce CONTRACTOR's employee's medical certification or documentation and criminal record investigation.
- g. Failure to assign properly attired employee(s) with a uniform approved by the City of San Antonio.
- h. Finding an employee asleep during their assigned tour of duty.
- i. Finding an employee in a compromising position and/or unauthorized location during their assigned tour of duty.
- j. Finding an employee engaging in lewd behavior during their assigned tour of duty.
- k. Finding an employee away from their assigned post during their assigned tour of duty.
- l. Finding an employee having possession of or being under the influence of any intoxicating beverage, drug or other substance on City of San Antonio premises.

5.2 If equipment provided by the CITY is damaged due to negligence of the security officer(s) and/or its agent(s), and the equipment has to be repaired, the cost to repair the damaged equipment will be withheld from the CONTRACTOR's payment. If CITY personnel or any other contract security service has to be utilized to provide security in the absence of security officer(s) during designated work hours, the cost will be withheld from the CONTRACTOR's payment, in addition to any liquidated damages.

5.3 The CITY reserves the right to refuse security services by a particular officer at a CITY facility. If a security officer's service is not satisfactory to the CITY, or if a security officer is not doing the job at one facility and the security officer is not wanted in a CITY facility anymore, then CONTRACTOR shall not place said security officer at another CITY facility.

5.4 The CONTRACTOR further agrees, that upon request by the CITY, it will immediately remove from service any employee who in the sole opinion of the CITY, has engaged in improper conduct or not limited to: wearing an improper uniform, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance.

5.5 Any other provisions of the Article notwithstanding, nothing herein, shall limit any right or remedy of the CITY, to collect actual and compensatory damages under this AGREEMENT.

It is expressly understood and agreed that the above liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages.

VI. TERMINATION AND/OR SUSPENSION OF WORK

6.1 For purposes of this AGREEMENT, termination of this AGREEMENT shall mean termination by expiration of the AGREEMENT term or earlier termination pursuant to any of the provisions hereof.

6.2 Termination Without Cause.

6.2.1 This AGREEMENT may be terminated by **either party** upon written notice in accordance with Article XIII. Such notice must specify an effective date of termination, which shall be not less than thirty (30) calendar days after the date of receipt of the notice by the other Party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by **the other party**.

6.2.2 This AGREEMENT may be terminated by **CITY** prior to Director giving **CONTRACTOR** written notice, should the Director, at his sole discretion, determine that it is not in **CITY's** best interest to proceed with this AGREEMENT. Such notice shall be provided in accordance with Article XIII, and shall be effective upon delivery by **CITY** in accordance with Article XIII.

6.2.3 **CITY** shall equitably compensate **CONTRACTOR** in accordance with the terms of this AGREEMENT for the Services properly performed prior to the effective date of termination, following inspection and acceptance of same by **CITY**. **CONTRACTOR** shall not, however, be entitled to lost or anticipated profits should **CITY** choose to exercise its option to terminate.

6.3 Termination For Cause.

Upon written notice, whereupon the **CONTRACTOR** is unable to cure the breach within the notice period therein, **CITY** may terminate this AGREEMENT upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this AGREEMENT:

6.3.1 **CONTRACTOR** makes or allows to be made any material misrepresentation or provides any materially misleading information in connection with this AGREEMENT, including, but not limited to, **CONTRACTOR's** Interest Statement, or any covenant, obligation, term or condition contained in this AGREEMENT; or

6.3.2 **CONTRACTOR** violates or fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this AGREEMENT.

6.3.3 **CONTRACTOR** attempts to assign this AGREEMENT contrary to the terms hereof; or experiences a change in ownership interest greater than thirty percent (30%), or control of its business entity; or

- 6.3.4 **CONTRACTOR** ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this AGREEMENT shall continue); or if a receiver, trustee or liquidator is appointed for it or any substantial part of **CONTRACTOR**'s assets or properties; or
- 6.3.5 **CONTRACTOR** fails to comply in any respect with the insurance requirements set forth in this AGREEMENT; or
- 6.3.6 **CONTRACTOR** violates any rule, regulation or law by which **CONTRACTOR** is bound or shall be bound while and in performing the services required under this AGREEMENT.

6.4 **Termination By Law.**

If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this AGREEMENT shall automatically terminate as of the effective date of such prohibition.

6.5 **Effect of Termination.**

Upon a decision to terminate by **CITY**, written notice of such shall be immediately provided to **CONTRACTOR** specifying the effective date of termination, notice of which shall be given in accordance with Article VI.

6.5.1 Regardless of how this AGREEMENT is terminated, and subject to 6.5.2, **CONTRACTOR** shall affect an orderly transfer to **CITY** or to such person(s) or firm(s) as the **CITY** may designate, at no additional cost to **CITY**, all completed or partially completed documents, papers, records, charts, and reports prepared pursuant to this AGREEMENT and any other materials or information produced as a result of or pertaining to the services rendered by **CONTRACTOR**, or provided to **CONTRACTOR**. Any record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at **CONTRACTOR**'s sole cost and expense. Payment of compensation due or to become due to **CONTRACTOR** is conditioned upon delivery of all such documents.

6.5.2 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this AGREEMENT, **CONTRACTOR** shall submit to **CITY** its claims, in detail, for the monies owed by **CITY** for services performed under this AGREEMENT through the effective date of termination. Failure by **CONTRACTOR** to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of **CITY** and constitute a **Waiver** by **CONTRACTOR** of any and all right or claims to collect moneys that

CONTRACTOR may rightfully be otherwise entitled to for services performed pursuant to this AGREEMENT.

6.5.3 Upon the effective date of expiration or termination of this AGREEMENT, **CONTRACTOR** shall cease all operations of work being performed by **CONTRACTOR** or any of its subcontractors pursuant to this AGREEMENT.

6.6 **Termination not sole remedy.**

In no event shall either party's action of terminating this AGREEMENT, whether for cause or otherwise, be deemed an election of **such party's** remedies, nor shall such termination limit, in any way, at law or at equity, a party's right to seek damages from or otherwise pursue the other party for any default hereunder or other action.

6.7 **Consequential Damages.**

Under no circumstances will the **CONTRACTOR** be liable to the **CITY** for consequential, incidental, indirect or punitive damages, or for lost profits.

VII. INSURANCE REQUIREMENTS

7.1 Prior to the commencement of any work under this Agreement, **Contractor** shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the **City's** Information Technology Services Division Department, which shall be clearly labeled "insert name of project/contract" 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. The **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 the **City**. The **City** shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the **City's** Risk Management Department. No officer or employee, other than the **City's** Risk Manager, shall have authority to waive this requirement.

7.2 The **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.

7.3 A **Contractor's** financial integrity is of interest to the **City**; therefore, subject to **Contractor's** right to maintain reasonable deductibles in such amounts as are approved by the **City**, **Contractor** shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at **Contractor'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 <u>Bodily Injury</u> and <u>Property Damage</u> 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	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

7.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Respondent shall provide the 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.

7.5 As they apply to the limits required by the City, the 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). Contractor 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. Contractor shall pay any costs incurred resulting from said changes.

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

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

- Name the 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 the 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 the 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 the City.
- 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.

7.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.

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

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

7.10 It is agreed that Contractor's insurance shall be deemed primary and non-contributory
Agreement For Security Guard Services

with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

7.11 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 the City shall be limited to insurance coverage provided..

7.12 Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

VIII. INDEMNIFICATION

8.1 **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, volunteers and representatives of the **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 **CONTRACTOR'S** activities under this Agreement, any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, 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 CONTRACTOR 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.**

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. **CONTRACTOR** shall advise the **CITY** in writing within 24 hours of any claim or demand against the **CITY** or **VENDOR** known to **VENDOR** related to or arising out of **CONTRACTOR'S** activities under this **AGREEMENT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.

IX. ASSIGNMENT

9.1 **CONTRACTOR** shall supply all qualified personnel in sufficient numbers as may be necessary to complete the work to be performed under this **AGREEMENT**. Persons retained to *Agreement For Security Guard Services*

perform work pursuant to this AGREEMENT shall be employees of **CONTRACTOR**. **CONTRACTOR** agrees that the service provided must meet professional standards and be adequate, as determined in the Project Coordinator's sole discretion.

9.2 Except as otherwise required herein, **CONTRACTOR** may not sell, assign, pledge, transfer or convey any interest in this AGREEMENT nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of **CITY**.

9.3 As a condition of consent, if same is given, **CONTRACTOR** shall remain liable for completion of the services outlined in this AGREEMENT in the event of default by the successor contractor, assignee, transferee or subcontractor. Any references in this AGREEMENT to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by **CITY** in accordance with this Article.

9.4 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this AGREEMENT, without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should **CONTRACTOR** assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this AGREEMENT, **CITY** may, at its option, terminate this AGREEMENT in accordance with Article VI, Termination, and all rights, titles and interest of **CONTRACTOR** shall thereupon cease and terminate, notwithstanding any other remedy available to **CITY** under this AGREEMENT. The violation of this provision by **CONTRACTOR** shall in no event release **CONTRACTOR** from any obligation under the terms of this AGREEMENT, nor shall it relieve or release **CONTRACTOR** from the payment of any damages to **CITY**, which **CITY** sustains as a result of such violation.

9.5 **CONTRACTOR** agrees to notify Director of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to **CITY** under this AGREEMENT, any such change of ownership interest or control of its business entity may be grounds for termination of this AGREEMENT in accordance with Article VI, Termination.

X. INDEPENDENT CONTRACTOR

10.1 **CONTRACTOR** covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of **CITY**; that **CONTRACTOR** shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of respondeat superior shall not apply as between **CITY** and **CONTRACTOR**, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between **CITY** and **CONTRACTOR**.

10.2 No Third Party Beneficiaries - For purposes of this AGREEMENT, including its intended operation and effect, the Parties specifically agree and CONTRACT that: (1) this AGREEMENT only affects matters/disputes between the Parties to this AGREEMENT, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding

the fact that such third person or entities may be in a contractual relationship with **CITY** or **CONTRACTOR** or both, or that such third parties may benefit incidentally by this **AGREEMENT**; and (2) the terms of this **AGREEMENT** are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either **CITY** or **CONTRACTOR**.

XI. EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, **CONTRACTOR** agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's office.

XII. SBEDA REQUIREMENTS

12.1 SBEDA Program. The City has adopted a Small Business Economic Development Advocacy Ordinance (the "SBEDA Program"), which is posted on the City's Economic Development Department website and is also available in hard copy form upon request to the City. In addition to the definitions provided in the SBEDA Program, the following definitions will apply pursuant to SBEDA Program requirements and this Agreement:

12.2 SBEDA Enterprise ("SE") – A corporation, limited liability company, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association or any other legal entity operated for profit that is properly licensed, as applicable, and otherwise authorized to do business in the state of Texas and certified pursuant to SBEDA Program requirements.

12.3 Commercially Useful Function – A function performed by an SE when it is responsible for supplying goods or for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether an SE is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors shall be evaluated. Commercially Useful Function is measured for purposes of determining participation on a contract, not for determination of certification eligibility.

12.4 Conduit – An SE that knowingly agrees to pass the scope of work for which it is listed for participation, and is scheduled to perform or supply on the contract, to a non-SE firm. In this type of relationship, the SE has not performed a Commercially Useful Function and the arranged agreement between the two parties is not consistent with standard industry practice. This arrangement does not meet the Commercially Useful Function requirement and therefore the SE's participation does not count toward the SE utilization goal.

12.5 The Good Faith Effort Plan ("GFEP"), that is submitted with **CONTRACTOR**'s proposal for this project, attached hereto and incorporated herein as "Exhibit J".

12.6 For this Agreement, the Parties agree that:

12.6.1 The terms of the City's SBEDA Ordinance, as amended, together with all requirements and guidelines established under or pursuant to the Ordinance (collectively, the "SBEDA Program") are incorporated into this Agreement by reference; and

12.6.2 The failure of CONTRACTOR or any applicable SE to comply with any provision of the SBEDA Program shall constitute a material breach of the SBEDA Program and this Agreement.

12.6.3 Failure of CONTRACTOR or any applicable SE to provide any documentation or written submissions required by the City Managing Department or SBEDA Program Office pursuant to the SBEDA Program, within the time period set forth by the SBEDA Program Office, shall constitute a material breach of the SBEDA Program and this Agreement.

12.6.4 During the Term of this Agreement, and any renewals thereof, any unjustified failure to utilize good faith efforts to meet, and maintain, the levels of SE participation identified in CONTRACTOR's GFEP ("Exhibit J") shall constitute a material breach of the SBEDA Program and this Agreement.

12.6.5 CONTRACTOR shall pay all suppliers and subcontractors identified in its GFEP ("Exhibit J") in a timely manner for satisfactory work, pursuant to and as outlined in Section VII, Paragraph F(2)(e) of the SBEDA Ordinance, as amended. Documentation of all billing and payment information applicable to GFEP suppliers and subcontractors shall be submitted by CONTRACTOR to the City Managing Department. Failure to pay SEs in a timely manner or submit the required billing and payment documentation shall constitute a material breach of this Agreement.

12.7 The Parties also agree that the following shall constitute a material breach of the SBEDA Program and this Agreement:

12.7.1 Failure of CONTRACTOR to utilize an SE that was originally listed in proposal submission to satisfy SBEDA Program goals in order to be awarded this Agreement, or failing to allow such SE to perform a Commercially Useful Function; or

12.7.2 Modification or elimination by CONTRACTOR of all or a portion of the scope of work attributable to an SE upon which the Agreement was awarded; or

12.7.3 Termination by CONTRACTOR of an SE originally utilized as a Subcontractor, Joint Venturer, Supplier, Manufacturer or Broker in order to be awarded the Agreement without replacing such SE with another SE performing the same Commercially Useful Function and dollar amount, or without demonstrating each element of Modified Good Faith Efforts to do so; or

12.7.4 Participation by CONTRACTOR in a Conduit relationship with an SE scheduled to perform work that is the subject of this Agreement.

12.8 Remedies for Violation of SBEDA Program. The Parties further agree that in addition to any other remedies the City may have at law or in equity, or under this Agreement for material

Agreement For Security Guard Services

breach, including the specified remedies available under the SBEDA Program for Alternative Construction Delivery Method, the City shall be entitled, at its election, to exercise any one or more of the following remedies if the CONTRACTOR materially breaches the requirements of the SBEDA Program:

12.8.1 Terminate this Agreement for default;

12.8.2 Suspend this Agreement for default;

12.8.3 Withhold all payments due to the CONTRACTOR under this Agreement until such violation has been fully cured or the Parties have reached a mutually agreeable resolution; and/or

12.8.4 Offset any amounts necessary to cure any material breach of the requirements of the SBEDA Program from any retainage being held by the City pursuant to the Agreement, or from any other amounts due to the CONTRACTOR under the Agreement.

12.8.5 Suspension, Revocation or Modification of SE Certification: The SBEDA Program Office may suspend or revoke an offending SE's eligibility for Certification, and may suspend its participation from counting toward a project goal, based upon such SE's acting as a Conduit, failing to comply with the provisions of the SBEDA Program, failing to perform a Commercially Useful Function on a project, failing to submit information as required by the SBEDA Program Office, submitting false, misleading or materially incomplete statements, documentation or records, or failing to cooperate in investigations. The SBEDA Program Office may further modify the list of areas for which an SE is certified, if the SE is routinely failing to submit bids or proposals for work in a particular area, or if it becomes apparent that the SE is not qualified to perform work in a particular area.

12.9 The Parties agree that nothing in the SBEDA Program or that any action or inaction by the SBEDA Program Office or the SBEDA Program Manager shall be deemed a representation or certification that an SE is qualified to perform work in a particular area for the purposes of this Agreement.

12.10 The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

12.11 City Process For Exercising SBEDA Program Remedies. The SBEDA Program Manager shall make all decisions regarding the suspension or revocation of an SE's certification as well as the duration of such suspension or revocation. The SBEDA Program Manager shall make a recommendation to the Managing Department Director regarding appropriate remedies for the City to exercise in the event a CONTRACTOR violates the SBEDA Program. The Managing Department Director shall make a recommendation regarding appropriate remedies to the City Manager or designee, who shall have final approval regarding the remedy to be exercised except for termination of the Agreement. If the recommended remedy is to terminate the Agreement, then the Managing Department Director or City Manager, or her designee, shall bring forward the recommendation to City Council for final determination.

12.12 Special Provisions for Extension of Agreements. In the event the City extends this Agreement without a competitive Bid or Proposal process, the City Managing Department

responsible for monitoring the Agreement shall establish the following, subject to review and approval by the SBEDA Program Manager:

12.12.1 a SBEDA Utilization Goal for the extended period; and

12.12.2 a modified version of the Good Faith Efforts (“Modified Good Faith Efforts Plan”) set forth in the SBEDA Program Ordinance, as amended, if CONTRACTOR does not meet the SBEDA Utilization Goal; and

12.12.3 the required minimum Good Faith Efforts outreach attempts that CONTRACTOR shall be required to document in attempting to meet the SBEDA Utilization Goal. The SBEDA Utilization Goal, Modified Good Faith Efforts Plan and the required number of minimum Good Faith Efforts outreach attempts shall be added into the Agreement extension document. If this Agreement is extended, CONTRACTOR shall either meet the SBEDA Utilization Goal or document that it has made the Good Faith Efforts to meet the SBEDA Utilization Goal. Failure to do so shall:

(i) subject CONTRACTOR to any of the remedies listed above; and/or

(ii) result in a new bid or proposal request of the Agreement that was considered for extension.

XIII. NOTICES

Unless otherwise expressly provided elsewhere in this AGREEMENT, any election, notice or communication required or permitted to be given under this AGREEMENT shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the “Mailbox Rule”), or when sent by a national commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

If intended for CITY, to:

If intended for CONTRACTOR, to:

CITY of San Antonio	Allied Barton Security Services
Director, Information Technology Services Department	3355 Cherry Ridge Suite 200
PO Box 839966	San Antonio, TX
San Antonio, TX 78283-3966	Attn: Michael Embree

XIV. INTEREST IN CITY CONTRACTS PROHIBITED

14.1 **CONTRACTOR** acknowledges that it is informed that 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 *Agreement For Security Guard Services*

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: a **CITY** officer or employee; his parent, child or spouse; a business entity in which the officer or employee, 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; 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.

14.2 **CONTRACTOR** warrants and certifies, and this AGREEMENT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of **CITY**. **CONTRACTOR** further warrants and certifies that it has tendered to **CITY** a Discretionary Contracts Disclosure Statement in compliance with **CITY**'s Ethics Code.

XV. SOLICITATION

CONTRACTOR warrants and represents that he has not employed or retained any company or person, other than a bona fide employee working solely for **CONTRACTOR**, to solicit or secure this AGREEMENT, nor paid or agreed to pay any company or person, other than a bona fide employee working solely for **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. This representation constitutes a substantial part of the consideration for the making of this AGREEMENT.

XVI. CONTRACT CONSTRUCTION

All parties have participated fully in the review and revision of this AGREEMENT. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this AGREEMENT.

XVII. FAMILIARITY WITH LAW AND CONTRACT TERMS

CONTRACTOR represents that, prior to signing this AGREEMENT, **CONTRACTOR** has become thoroughly acquainted with all matters relating to the performance of this AGREEMENT, all applicable laws, and all of the terms and conditions of this AGREEMENT.

XVIII. APPLICABLE LAW

This AGREEMENT shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

XIX. VENUE

The obligations of the parties to this AGREEMENT shall be performable in San Antonio, Bexar County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County, Texas.

XX. SEVERABILITY

In the event any one or more paragraphs or portions of this AGREEMENT are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this AGREEMENT, but such shall be confined to the specific section, sentences, clauses or portions of this AGREEMENT held invalid or unenforceable.

XXI. FORCE MAJEURE

In the event that performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

XXII. SUCCESSORS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this AGREEMENT, their assigns.

XXIII. NON-WAIVER OF PERFORMANCE

23.1 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. In case of CITY, such changes must be approved by the San Antonio City Council.

23.2 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.

XXIV. OWNERSHIP OF DOCUMENTS

Any and all writings, documents or information in whatsoever form and character produced by **CONTRACTOR** pursuant to the provisions of this contract is the exclusive property of **CITY**; and no such writing, document or information shall be the subject of any copyright or proprietary claim by **CONTRACTOR**. The **CITY** shall own the entire copyright of whatever nature or extent and in all media whatsoever to any documents (records) produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. The **CONTRACTOR** and its employees, officers and agents, if any, shall be responsible for furnishing appropriate documentation confirming (and or transferring) such copyright ownership in and to the **CITY**.

XXV. LEGAL/LITIGATION EXPENSES

25.1 Under no circumstances will the funds received under this AGREEMENT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the **CITY** or any other public entity.

25.2 During the term of this AGREEMENT, if **CONTRACTOR** files and/or pursues an adversarial proceeding against **CITY** then, at **CITY'S** option, this AGREEMENT and all access to the funding provided for hereunder shall terminate immediately.

25.3 **CONTRACTOR** shall not be eligible for consideration to receive any future funding while any adversarial proceedings against the **CITY** remains unresolved.

25.4 For purposes of this Article, "adversarial proceedings" include any cause of action filed by the **CONTRACTOR** in any state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

XXVI. PARAGRAPH HEADINGS

The headings of this AGREEMENT are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXVII. LEGAL AUTHORITY

The signer of this AGREEMENT for **CITY** and **CONTRACTOR** each represents, warrants, assures and guarantees that he has full legal authority to execute this AGREEMENT on behalf of **CITY** and **CONTRACTOR** respectively, and to bind **CITY** and **CONTRACTOR** to all of the terms, conditions, provisions and obligations herein contained.

XXIIX. ENTIRE AGREEMENT

28.1 This AGREEMENT, together with its authorizing ordinance and Attachments, as listed in Article XXVIII, Incorporation of Attachments, embodies the complete AGREEMENT of the Parties hereto, superseding all oral or written previous and contemporary agreements between *Agreement For Security Guard Services*

written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

EXECUTED ON THIS, THE _____ DAY OF _____, 2010.

CITY OF SAN ANTONIO

**CONTRACTOR
ALLIED BARTON SECURITY
SERVICES**

HUGH MILLER
CTO/DIRECTOR, INFORMATION
TECHNOLOGY SERVICES DIVISION



MICHAEL EMBREE
DISTRICT MANAGER,
ALLIEDBARTON SECURITY
SERVICES, LLC

APPROVED AS TO FORM:

MICHAEL D. BERNARD
CITY ATTORNEY

EXHIBIT I

SCOPE OF SERVICES

I. BACKGROUND AND CONTRACTOR RESPONSIBILITIES

1.1 The City of San Antonio (City) operates a variety of facilities which require security guard services to be provided by Contractor's armed and unarmed security guards. Contractor shall provide the following services including, but not limited to, providing security services for buildings; facilities; grounds; and rights-of-way; for employees and visitors, customers and vendors; emergency response; access control; technology control station monitoring; mobile patrol, and other related security services.

1.2 Contractor shall be licensed by the Texas Commission on Private Security under the Department of Public Safety as a Security Guard Company. Contractor shall provide Commissioned Security Officers. Each Commissioned Security Officer must have a current Level 3 certification with the state, and Non-Commissioned Security Officers must have a Level 2 certification with the state.

1.3 Contractor shall furnish all labor, officer-specific equipment, uniforms and transportation – including 3 patrol vehicles. Contractor shall also establish and maintain an accurate timekeeping and payroll system to ensure that personnel are paid in accordance with the contract. Contractor will supply, at its sole expense, all required officer-specific equipment (such as uniforms). Contractor shall also supply administrative supplies and equipment not specifically dedicated to City or this agreement. However, Contractor may use City equipment, office supplies, and materials whose use is exclusively for the benefit of City in the fulfillment of Contractor's obligations under this agreement. This includes reasonable access to telephones, facsimile machines, lavatories, office space, desks, chairs, and other supplies that are used exclusively in conjunction with security services for City, provided access to such resources does not chronically or unreasonably interfere with the transaction of City's business. Contractor is strictly prohibited from using such resources for non-City related purposes, including personal use or servicing of other accounts.

1.4 Contractor's employees shall not reproduce, transmit or remove records, files, documents, or drawings related to City's business without the written consent of City, and shall not disclose to any persons, or another business entity, any information obtained from a direct or indirect conversation without the written approval of City. Contractor shall hold all such information in trust and confidence for City.

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BETWEEN ALLIED BARTON SECURITY SERVICES
AND THE CITY OF SAN ANTONIO**

1.5 Contractor shall comply with the Immigration Reform and Control Act of 1986 (IRCA). All employees assigned to this agreement shall have had their identity and eligibility for work properly verified by the Contractor.

1.6 Contractor's employees shall meet high standards of appearance and demeanor, and shall at all times treat employees and visitors of City with the utmost courtesy and respect. City shall be the sole judge.

1.7 Contractor shall ensure that all logs, incident and daily reports shall be submitted to City in accordance with the schedule set by the Contract Administrator. Contractor shall notify City of hazards, safety violations or other conditions that pose an unsafe condition.

1.8 Contractor will establish and maintain for the duration of the contract, basic and annual training programs. An annual training plan and report must be submitted to the Contract Administrator.

1.9 The Contract Administrator may request additional security services through an executed Special Events Request (i.e., Specials) for the protection of a specific location, equipment, material, or person within City's service area.

1.10 In the event City determines a situation is an emergency, within 24 hours, Contractor shall be required to provide officers equal to 10 percent of the regular staff, and any additional personnel within eight hours thereafter. Contractor must be able to provide this additional staffing increment at each of City's facilities identified in the scope of work. In the event Contractor cannot provide the requested Security Officers in the time limits specified, Contractor may use a licensed Security Guard Contractor to subcontract for the additional officers. All Security Officers provided under this situation shall present documentation verifying the minimum certifications, licenses, and training to the contractor. City reserves the right to verify the license, certifications and qualifications of any subcontractor and any assigned Security Officer. In the event Contractor cannot provide the requested Security Officers, City reserves the right to enter into an agreement with another Contractor to provide the additional Security Officers and charge Contractor for the expenses of the subcontractor.

1.11 Contractor shall staff each service area (NOT necessarily each shift) with a mix of personnel of the following roles: Security Officer I; Security Officer II; Access Control Officer; Alarm Monitor and Shift Supervisor who shall provide the following service:

- Provide security for City, and its employees/visitors customers, vendors and tenants. Enforce control over removal of City property or assets as identified by City.
- Respond to alarm conditions to investigate and report. Make notification as necessary, summon and assist emergency personnel, and conduct emergency evacuations.

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- Enforce access control procedures; verify, identify or access authorization prior to granting entry per policy and post orders; provide temporary identification for visitors; provide escort to secure areas as necessary; and open and secure facilities as required.
- Respond to incidents by making reports and providing timely notifications. Security Officers are to observe, report, and provide assistance in security or safety-related situations. Security Officers shall prepare reports, obtain statements, take photographs, and make notifications and safeguard evidence and the crime scene. Field supervisors shall be required to visit and inspect every post every day and document those visits.
- Summon and cooperate with law enforcement agencies in connection with threats or crimes committed against City, including safeguarding the scene of a crime to protect possible evidence.
- Perform general duties as specified in the post orders, provide special security services as outlined in the *Special Guard Service Request*, and perform any additional duties as documented in writing or via email from authorized requestors.
- Certify satisfaction of all training requirements as mandated by City.
- Ensure that all personnel are aware of federal, state, and municipal laws governing or potentially involving officers assigned to City. Officers shall be required to understand laws relative to questioning, detaining, search and arrest. Officers must be trained in avoiding sexual harassment, report writing, workplace violence awareness, and basic hazardous materials awareness.

II. EMPLOYER REQUIREMENTS

2.1 Be licensed by the Texas Commission on Private Security under the Department of Public Safety as a Security Guard Company, and each Commissioned Security Officer must have a current level three (3) certification with the state, and each Non-Commissioned Security Officer must have a level two (2) certification with the state.

2.2 Invoice on a per unit basis, which shall be one (1) hour.

2.3 Provide all necessary labor, training and equipment to perform duties to include: vehicles, radios and communication equipment, flashlights, rain gear, cold weather gear, log sheets, incident reports, and stationary supplies.

2.4 Provide capability for each security officer to be able to contact dispatch and supervision at all times while on duty and for the company dispatch and supervision to be

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able to contact every officer while on duty. An automatic telephone answering machine/recording device or service and/or private residence telephone is not acceptable.

2.5 Maintain daily activity report for each location and each shift, which shall record the time the security officer arrives on shift, all activities of the officer during their tour of duty and the time they are relieved from duty.

2.6 Maintain separate incident report for any incidents requiring assistance from any outside agency.

2.7 Maintain all required reports in a detailed, neat and legible manner and submit reports at the end of each business day.

2.8 Provide supervisors, 24 hours a day, which shall visit each location at least once per day and shall conduct inspections of each security officer, ensure the security officer understands the post orders, and determine if the security officer requires assistance. Supervisors shall complete a written report at the end of their shift.

2.9 Remove any security officer from service at City facilities upon the request of the City and not use the services of those particular officers at any City facility without the approval of the City.

2.10 Conduct random, monthly drug screening of 5% of security officers assigned to the City facilities at no cost to the City, and provide overall results of random drug screening tests to the City monthly.

2.11 Provide the City with a 24 hour point of contact for management and 24 hour point of contact for dispatch of personnel. The successful respondent shall provide a supervisor/manager dedicated the City contract to serve as the point of contact for management. The dispatch point of contact may not be an automatic telephone answering machine/recording device or service and/or private residence telephone service.

2.12 Maintain an employee file for each security officer assigned to City facilities, and files shall contain, at a minimum, health certification, commission card, training certifications, fingerprint card, drug screening results, background check, copy of driver's license or ID card, and certification of firearms qualification, if applicable.

2.13 Ensure all security officers assigned to the same City facility, on the same shift shall wear identical uniforms. Alternative uniform styles must be approved, in advance, by the City. Contractor shall provide complete uniforms to security officers at no charge to the City or security officer. Inclement weather uniforms shall also be provided to security officers whose positions require them, at no charge to the City or security officer.

2.14 Provide radios dedicated for use in support of this agreement, including providing a maximum of five (5) radios to the City for use during contract term to allow City contact

between dispatcher and security officers, at no additional cost to the City where between the Contractor and Contract Administrator they are determined to enhance security.

2.15 Maintain a local office in the City of San Antonio or Bexar County to manage this contract.

2.16 Comply with the City of San Antonio, Public Safety Division that seeks to do the following;

- Determine the locations and times requiring security services
- Approve developed written post orders for each location requiring security services that outline specific responsibilities at each location.
- Address any concerns in performance of the contract.
- Address all feedback in relation to services provided.
- Provide timely technical assistance to the Contractor as requested, and as available.
- Conduct on-site monitoring visits to ensure quality services are being provided and assure accountability

III. DESCRIPTION OF SECURITY SERVICES

3.1 EMPLOYMENT REQUIREMENTS FOR ALL GUARD SERVICE POSITIONS

All individuals in contracted Security Service positions must meet the following employment requirements (Current employees assigned to the City of San Antonio contract who do not meet the minimum age requirement will be allowed to remain on the contract) :

- Right to work within the United States.
- Proof of IRCA eligibility, e.g., Social Security card and green card.
- Posses 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, including drug screening.
- 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.
- 2 years of recent security experience; or an Associate's degree or 60 credit hours of college coursework; or 3 years of military experience; or successful completion of the Police Officer's Standard Training (POST) course; or any reasonable combination of the above.
- Pre-employment 5 panel drug screening (renewed annually).

3.2 OFFICER I REQUIREMENTS

3.2.1 OFFICER I BACKGROUND REQUIREMENTS

The primary function of the Officer is to protect life and property. This is facilitated by providing public safety to the client, employees, guests and the general public and safeguarding the client's property (buildings, office equipment, automobiles, valuables or anything within the client's premises) from being stolen, destroyed or damaged.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices.

The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. This position may also require some college, law enforcement or military experience; 2 or more years of security experience; high-level customer service skills; annual CPR certification; annual Basic First Aid certification; annual AED Certification; and additional training as necessary.

3.2.2 OFFICER I-FUNCTIONAL RESPONSIBILITIES

Basic duties include:

- Serve as a general security presence and visible deterrent to crime and rule infractions.
- Report suspicious activities.
- Watch for criminal acts or rule infractions at or near given post which may be a threat to the facility, client or employees at the site.
- Report all incidents, accidents or medical emergencies to the appropriate person.
- Provide access control to facilities.
- Patrol facility properties with random walking patrols or vehicle and bike patrols, where available.
- Perform safety and equipment inspections.
- Provide customer service and problem-solving.
- Respond to emergencies, such as medical and bomb threats; and to alarms, such as fire and intrusion.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.

- Escort staff and visitors on the client's property.
- Provide other services as specified by the Post Orders.
- Perform all essential functions inside and outside the property with exposure to inclement weather and unpredictable crisis situations.
- Report to work as assigned, and complete shift assignment, including overtime, as assigned.

3.3 OFFICER II REQUIREMENTS

3.3.1 OFFICER II BACKGROUND REQUIREMENTS

The primary function of the Officer is to protect life and property. This is facilitated by providing public safety to the client, employees, guests and the general public and safeguarding the client's property (buildings, office equipment, automobiles, valuables or anything within the client's premises) from being stolen, destroyed or damaged.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness.

As an Armed Officer, this individual will be required to have firearms training, annual firearms retraining, and firearms licensing. This position may also require some college, law enforcement or military experience; 2 or more years of security experience; high-level customer service skills; valid CPR certification, Basic First Aid certification, AED certification; and additional training as necessary.

3.3.2 OFFICER II FUNCTIONAL RESPONSIBILITIES

Basic duties include:

- Serve as a general security presence and visible deterrent to crime and rule infractions.
- Report suspicious activities.
- Watch for criminal acts or rule infractions at or near given post which may be a threat to the facility, client or employees at the site.
- Report all incidents, accidents or medical emergencies to the appropriate person.
- Provide access control to facilities.

- Patrol facility properties with random walking patrols or vehicle and bike patrols, where available.
- Perform safety and equipment inspections.
- Provide customer service and problem-solving.
- Respond to emergencies, such as medical and bomb threats; and to alarms, such as fire and intrusion.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Escort staff and visitors on the client's property.
- Provide other services as specified by the Post Orders.
- Perform all essential functions inside and outside the property with exposure to inclement weather and unpredictable crisis situations.
- Report to work as assigned, and complete shift assignment, including overtime, as assigned.

3.4 ACCESS CONTROL OFFICER REQUIREMENTS

3.4.1 ACCESS CONTROL OFFICER BACKGROUND REQUIREMENTS

The primary function of the Officer is to protect life and property. This is facilitated by providing public safety to the client, employees, guests and the general public and safeguarding the client's property (buildings, office equipment, automobiles, valuables or anything within the client's premises) from being stolen, destroyed or damaged.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness.

As an Access Control Officer, this individual monitors facility ingress and egress, verifies and issues visitor identification as requested by the client and conduct security screening of persons entering designated facilities. This position may also require one or more of the following: basic computer skills; some college experience; high-level customer service skills; CPR certification; Basic First Aid; AED certification; and additional training as necessary.

3.4.2 ACCESS CONTROL OFFICER FUNCTIONAL RESPONSIBILITIES

Basic duties include:

- Serve as a general security presence and visible deterrent to crime and rule infractions.
- Report suspicious activities.

- Watch for criminal acts or rule infractions at or near given post which may be a threat to the facility, client or employees at the site.
- Report all incidents, accidents or medical emergencies to the appropriate person.
- Provide access control to facilities.
- Patrol facility properties with random walking patrols or vehicle and bike patrols, where available.
- Perform safety and equipment inspections.
- Provide customer service and problem-solving.
- Respond to emergencies, such as medical and bomb threats; and to alarms, such as fire and intrusion.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Escort staff and visitors on the client's property.
- Provide other services as specified by the Post Orders.
- Perform all essential functions inside and outside the property with exposure to inclement weather and unpredictable crisis situations.
- Report to work as assigned, and complete shift assignment, including overtime, as assigned.
- Monitor facility ingress and egress
- Verify and issue client-required identification
- Monitor package deliveries

3.5 ALARM MONITOR OFFICER REQUIREMENTS

3.5.1 ALARM MONITOR OFFICER BACKGROUND REQUIREMENTS

The primary function of the Alarm Monitor Officer is to protect life and property. This is facilitated by providing public safety to the client, employees, guests and the general public and safeguarding the client's property (buildings, office equipment, automobiles, valuables or anything within the client's premises) from being stolen, destroyed or damaged.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness.

As an Alarm Monitor Officer, this individual must also be trusted with confidential information and must be eligible to receive and retain security clearances. This position may also require one or more of the following: experience operating communications systems and knowledge of communications procedures and terminology; experience with video monitoring systems; access control systems; and central alarm monitoring systems;

computer skills; some college experience; high-level customer service skills; and additional training as necessary.

3.5.2 ALARM MONITOR OFFICER FUNCTIONAL RESPONSIBILITIES

Basic duties include:

- Serve as a general security presence and visible deterrent to crime and rule infractions.
- Report suspicious activities.
- Watch for criminal acts or rule infractions at or near given post which may be a threat to the facility, client or employees at the site.
- Perform operator-level maintenance of equipment
- Operate and monitor systems and communications
- Conduct fire and security system and alarm testing
- Report all incidents, accidents or medical emergencies to the appropriate person.
- Provide access control to facilities.
- Provide customer service and problem-solving.
- Respond to emergencies and alarms, such as fire and intrusion and provide instructions.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Provide other services as specified by the Post Orders.
- Report to work as assigned, and complete shift assignment, including overtime, as assigned.

3.6 SHIFT SUPERVISOR REQUIREMENTS

3.6.1 SHIFT SUPERVISOR BACKGROUND REQUIREMENTS

Candidates for this position should be highly motivated, results orientated, self-starters with a strong professional image. They must be well motivated, able to work well independently and make decisions. Excellent communication skills (written/verbal) are required. They must have 3 or more years of security service experience. Also necessary are strong leadership and coaching skills, supervisory experience, and knowledge of general business practices through experience or education.

Internal candidates must be in his/her current position a minimum of six months, all previous performance ratings must be satisfactory or above, and the candidate must no disciplinary actions within the last six months.

3.6.2 SHIFT SUPERVISOR FUNCTIONAL RESPONSIBILITIES

This individual will have overall responsibility for maintaining the account, to include responding to customer's needs/concerns, managing officers and overseeing all administrative functions. Basic duties include:

- **Safety:** Develop/maintain safety programs outlining site specific hazards for security officers, including vehicle safety, driving safety.
- **Operational Procedures:** Maintain/review Operational Procedures so that a valid site specific Operational Procedures Manual (OPM) and Post Orders are always available for Emergency reference by the security staff.
- **Security Officer Training:** Provide Site Specific initial On the Job Training (OJT) to each security officer.
- **Uniforms:** Maintain Uniform and appearance standards as outlined in the security services handbook.
- **Scheduling:** Meet all contractual scheduled hours.
- **Policies:** Enforce policies as outlined by the security services handbook and OPM.
- **Standards & Audit Compliance:** Meet and exceed Operational Audit Standards.
- **Equipment:** Identify equipment utilized at the account, including vehicles, and maintain appropriate shift inventory and maintenance checklists/follow-up.
- **Recognition:** Utilize the Quality Assistance and Training (QA&T) recognition program for solid & top performers.
- **Counseling:** Review substandard performance with employees face-to-face and provide coaching and training to increase performance. Document all counseling, training and coaching sessions.
- **Disciplinary Actions:** Enforce standards as outlined in the security services Handbook.
- **Client Communications:** Meet with and listen to clients. Proactive approach to client needs.
- **Logs:** Review all security logs, tours and reconcile against shift responsibilities, post orders, monitored and unmonitored patrols.
- **Incident Reports:** Review all incident reports prior to submitting to clients.
- **Training:** Submit complete and accurate training documentation: OJT Checklists.

IV. SERVICE ESTIMATIONS:

Following are the estimated service hours by position. These amounts are estimates may change according to the City's needs.

Officer I hours – 84,708 (1,629 a week)

Officer II Hours – 71,708 (1,379 a week)

Access Control Hours – 15,236 (293 a week)

Alarm Monitor Hours – 112,320 (2,160 a week)

Supervisor Hours – 8,736 (168 a week)

In addition to the standard and routine officer hours worked per week, there may be any given number of unplanned, special events (Specials) requiring security officer coverage that must be staffed and equipped. Such Specials typically involve providing access control or overnight security at sites of special events, facility repairs or construction activity. These Specials can occur anywhere within the operational area of City. Note that Specials are billed at the Officer I and/or Officer II rate, as applicable, and typically extend after normal business hours (i.e. evening and overnight shifts during the work week and 24/7 on weekends if coverage is for an extended period).

V. MANAGEMENT REVIEWS AND REPORTS

5.1 Quarterly Meeting-This meeting between the Contractor's Project Manager and City Security Management tracks status of specials, budget, officer training, officer supervision, facility access control tests and audits, pre-employment background verifications, incident reports/investigations, response to emergencies, affidavits certifying readiness of new officers for duty at City, patrol of City's properties, and other information that may impact City's security or the quality of service provided by the Contractor.

5.2 Security Notice or Courtesy Report-This report is to be used by all Contractor personnel to advise City of potential security concerns. This form is integral to security operations as a way of keeping City managers and supervisors informed of these areas.

5.3 Incident Report -This is a Contractor report documenting actual security events that pose a threat or create vulnerability.

VI. POST ORDERS

Contractor shall provide post orders (subject to City review for accuracy and completeness) for security service at City facilities and at sites of special events (specials). Post orders include shift duties, emergency procedures, operating instructions for equipment, and administrative policies and procedures.

VII. RECRUITMENT AND SELECTION

7.1 Contractor shall maintain back-up officer staffing to support an increase of up to 10 percent of Security Officers assigned to City facilities. Contractor shall maintain officer staffing levels capable of meeting the call-back requirements AT ALL City FACILITIES without regard to riot, war, the enactment, issuance or operation of any municipal, county, state or federal law, ordinance or executive, administrative or judicial regulation,

order or decree, or any local or national emergency, or any other similar cause outside of the control of Contractor.

7.2 Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, integrity, and shall be responsible for taking disciplinary action with respect to its employees. City reserves the right to initiate an action, up to and including criminal prosecution, against Contractor's personnel should such personnel create or cause to occur any loss or harm to City's personnel or property.

7.3 Contractor shall submit a Letter of Affidavit for each person assigned to City certifying that the individual does not have a criminal history, possesses a valid Texas driver's license, valid guard registration issued by the State of Texas and has met all City's hiring and training requirements.

7.4 Contractor employees, before starting an assignment at City, shall pass a drug test, IRCA testing requirements, possess a valid Social Security card, pass all criminal history checks including felonies, misdemeanor convictions for drugs and alcohol, convictions for violence or hate related crimes, reckless driving, or driving while under the influence of alcohol or drugs.

VIII. CONTRACTOR'S PROJECT MANAGER

8.1 Contractor shall maintain a Project Manager. This will be a full time position that shall administer the contract on behalf of the Contractor, and shall be the liaison between the Contractor and City. This individual will regularly meet with City's Contract Administrator as specified by City. The Project Manager shall be responsible for personnel recruitment, screening, training, payroll, invoice reconciliation, executing task orders, coordinating officer scheduling, production and updating of post orders, officer disciplinary action, and special assignments as directed by City.

8.2 City may or may not exercise its option to approve Contractor's Account/Project Manager position, in its sole discretion.

IX. TRAINING

10.1 Basic Training. Contractor shall, within 30 calendar days following award of an agreement, certify to the Agreement Administrator as to the satisfactory completion of Basic Training of each of its employees assigned to City. Basic training shall be at least 12 hours in length and completed prior to assignment. Required training for all Security Officers shall include the following:

A training session approved by City for new contract hires covering:

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- Legal powers and limitations (2 hours): Texas Penal Code, use of force, search and seizure, arrest powers.
- Hazmat Training (2 hours): General awareness on hazardous materials as required by regulatory agencies.

Eight one-hour segments to be conducted by Contractor:

- Access control and identifications systems (1 hour): Proper methods of identifying and verifying employees and visitors.
- Observation and patrol (1 hour): Patrol procedures, crime prevention principles, inspections, liaison with law enforcement officials.
- Emergency response (1 hour): Bomb, contamination and terrorist threats, fire safety and evacuation, procedures during earthquakes, and medical emergencies.
- Communications systems (1 hour): Radio systems, telephone systems, and telephone etiquette.
- Traffic control and parking (1 hour): Access control for vehicles, vehicle identification, and on-site parking control.
- Report writing: (2 hours): Basic report writing techniques.
- Examination (1 hour): Exercise review and reporting.

10.2 Annual Training - Contractor shall develop an annual training program approved by City for all security employees. The training program will include course description and subject matter, method of instruction and training instructors. This program shall provide Contractor employees with the latest requirements, guidance, and equipment available for security services. Each officer assigned to City shall be required to complete the course and pass a written examination to continue under this assignment. The examination shall cover all the subjects under basic training.

10.3 Pre-assignment Site Orientation - Security Officer will not be allowed to perform in a regularly scheduled position without a minimum of sixteen (16) hours of direct supervision and instruction on any post. A supervisor or the Project Manager must evaluate the performance of any Officer to certify suitability for assignment prior to the Officer commencing regular, scheduled work.

XI. PERFORMANCE STANDARDS

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10.1 Contractor shall maintain personnel files on each Security Officer assigned to City. Each file shall include proof or documentation of employee having met all employment requirements, initial 24 hours training, basic and annual training, annual performance evaluations, special training for officer level and assignment, e.g., control and badge I.D. procedures, attendance and disciplinary records, and certification of CPR and First Aid approved training (within the first ninety (90) days of assignment).

10.2 City retains the right to inspect and test all services, equipment or materials furnished or used in the performance of services. Such inspections and testing will avoid undue interference with Contractor's ability to carry out its responsibilities. Should City determine that services or equipment used by the Contractor are not satisfactory, City shall inform Contractor in writing and require Contractor to take immediate corrective action within the terms of the agreement.

10.3 Should Contractor fail to make the necessary changes to comply with the requirements of performance standards, City may elect to procure or furnish services and charge Contractor for any cost that is directly related to this issue, or terminate the agreement.

10.4 Contractor shall evaluate each Security Officer at 90 days of service and conduct thorough performance reviews annually thereafter. Each Officer must demonstrate a working knowledge via a written examination, on-site observation by the supervisor, in the following areas:

- Emergency response plans, bomb threats and fire/safety evacuation plans.
- All systems, checkpoints, and conditions of normalcy associated with roving rounds.
- Access control procedures as they apply to field locations and office buildings in the City Hall and Municipal Plaza service areas.
- The duties and responsibilities as outlined in their job description.
- Production of written reports, which are grammatically correct and able to be presented for management or potential litigation review.
- Possession and maintenance of the minimal qualifications (see Selection Requirements) under this contract.

10.5 Every regularly assigned Security Officer (those with more than 90 days assignment to City) shall demonstrate, via examination, on-site observation by their supervisor and actual performance, the ability to:

- Respond and control emergency situations, as defined within the scope of their responsibility.

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- Work effectively with law enforcement, fire safety, or other emergency service agencies who may respond to an unusual occurrence at any of City's facilities.
- Perform in accordance with the objectives as set forth for all entry level Security Officer and shall adhere to the duties and responsibilities.

10.6 Every supervisor and manager shall maintain up-to-date knowledge and skills necessary to perform their duties. Supervisors shall conduct inspections and testing to ensure compliance with the requirements of the agreement. Supervisors shall visit posted officers to be sure that they understand the requirements of the post and to observe the implementation of those requirements. Supervisors shall periodically perform their own assessment of security and unsafe conditions in addition to patrols made by their assigned personnel.

10.7 Supervisors and Managers must ensure the following:

- Meet each of the performance objectives stated above.
- Train Security Officers in meeting the requirements of this assignment.
- Ensure compliance with the rules, regulations, duties and responsibilities by each subordinate officer assigned to this contract.
- Assist in the orientation and training of new and experienced officers assigned to this contract.
- Provide assistance and guidance to all Security Officers on matters of policy and operating procedures and personnel matters by; advising subordinates of changes in procedures; informing City of questions, concerns or matters requiring further clarification and direction; scheduling personnel to meet post assignments under normal and emergency conditions; providing accurate time and attendance data for Contractor's payroll system; and providing documentation of training to the Agreement Administrator on request.

XI. UNIFORMS/EQUIPMENT/VEHICLES

11.1 Contractor shall supply each Security Officer with three complete uniforms. Contractor shall supply headgear or hats that are appropriate for the assigned post, or as approved by the Contract Administrator. Contractor shall supply jackets/coats, and all rain/foul weather gear required and appropriate for the assigned post or as approved by the Agreement Administrator. Uniforms worn by Contractor's personnel shall have patches, shoulder patches and other insignia approved by City. Contractor's personnel shall wear identifying insignia of their employer, as required by law and approved by City. Officers assigned to City will display City identification credentials approved by the Agreement Administrator.

11.1.1 Officer I, Officer II, Alarm Monitor, and Shift Supervisor Uniform requirements: A standard uniform will be worn by these officers and shall consist of a white in color short or long sleeve uniform shirt with agency patches on the right and left sleeves, black in color dress pants, black leather dress shoes or service style boots, black leather belt with metal buckle. All duty belt equipment will be black (leather or nylon) and maintained in good repair. The duty belt will have a weapon appropriate holster and ammunition or magazine pouch. The duty belt will not have a knife, baton, pepper spray, MACE, or handcuffs.

11.1.2 Access Control Officer Uniform requirements: A business style uniform will be worn by these officers and shall consist of a Navy Blue in color blazer with agency patch or logo on the left breast pocket, grey in color dress pants, red in color patterned neck tie or tie tab, highly black leather dress shoes, highly polished black leather dress belt with silver in color metal buckle. No duty belt equipment will be worn.

11.2 Contractor shall ensure that all of its employees present themselves in a clean and professional manner. Supervisors will monitor the cleanliness and serviceability of officer uniforms. Contractor shall ensure that each of its employees has one replacement shirt and pair of trousers per year.

- Equipment: Contractor shall provide the necessary equipment such as flashlights, clipboards, reflective vests and other necessary equipment, to include hand-held radios, as approved by City.
- Vehicles: Contractor shall provide vehicles of the proper type and number (currently 3 patrol vehicles) sufficient to carry out the requirements of the contract and subject to approval of the Agreement Administrator. Contractor's vehicles used in this contract shall have Contractor's identification as required by law. Security vehicles in use at the time of this RFP total 3 local use/vehicles.

11.3 All motor vehicles, radios, and other equipment required shall be maintained in good working order throughout the length of the contract.

XII. COMPENSATION AND BENEFITS

12.1 Contractor shall be required to pay all wages, salary, shift pay, taxes and benefits. Contractor shall maintain accurate records of the hours worked and leaves taken for each employee. Timesheets for each employee shall be submitted with the proper invoice.

12.2 All billable overtime shall have prior approval from City before assigning overtime hours. The Project Manager position shall be considered exempt from overtime pay.

XIII. LAWS

**AGREEMENT FOR SECURITY GUARD SERVICES
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Contractor shall keep apprised of all laws, labor laws, ordinances, and regulations affecting its employees and of all orders, decrees or tribunals having jurisdiction or authority over the same. Contractor shall comply with and shall cause all its agents and employees to observe and apply all applicable laws, ordinances, regulations, orders and decrees in effect or which may become effective during the term of the agreement.

XIV. AUDITS

Contractor shall honor City's right to perform verification audits of personnel files of assigned officers and of supporting receipts and documentation associated with billing of security services in compliance with any provision of this agreement. City will provide reasonable notice of such audits, in order to avoid undue disruption of Contractor's operations. Contractor may require a written signed confidentiality agreement prior to granting access to its records.

Security Guard Services RFP Final Score Summary

Score Summary	Maximum Points	Allegiance Security Group LLC 11124 Wurzbach Road, Suite 305 San Antonio, TX 78230	Allied Barton Security Services 3355 Cherry Ridge Dr. Suite 200 San Antonio, TX 78230	CSS USA, Inc. 8066 E. Fulton St. Ada, MI 49301	G4S Secure Solutions dba G4S Wackenhut 4200 Wackenhut Drive Palm Beach Gardens, FL 33410	U.S. Security Associates, Inc. 215 S. San Saba #103 San Antonio, TX 78207
A - Experience, Background, Qualifications	35	12.43	33.00	15.71	30.43	19.86
B - Proposed Plan	30	15.71	28.14	14.29	25.57	20.43
Sub-Total	65	28.14	61.14	30.00	56.00	40.29
C - Price	15	15.00	11.78	14.09	11.58	13.49
A - C SUB-TOTAL	80	43.14	72.92	44.09	67.58	53.77
D - Local Business Enterprise	10	6.00	6.00	6.00	6.00	6.00
D - Historically Underutilized Enterprise	5	1.65	0.00	0.00	1.85	0.00
D - Compliance w/SBEDA Policy	5	4.00	0.00	0.00	2.00	1.00
Sub-Total	20	11.65	6.00	6.00	9.85	7.00
TOTAL SCORE	100	54.79	78.92	50.09	77.43	60.77
RANK BASED ON TOTAL SCORE		4	1	5	2	3

* = Required fields



City of San Antonio Discretionary Contracts Disclosure

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Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be

For details on use of this form, see Section 2-59 ^{answered} through 2-61 of the City's Ethics Code.

*This is New Submission or Correction or Update to previous submission.

1. Name of person submitting this disclosure form.

First: Candace M.I. _____ Last: Kleck Suffix: _____

2. Contract information.

a) Contract or project name: Security Guard Services

b) Originating department: _____

3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

AlliedBarton Security Services
3355 Cherry Ridge Dr. Suite 200
San Antonio, TX 78230
Candace Kleck

4. List any business entity(ies) that is a partner, parent, or subsidiary business entity(ies) of the individual or entity listed in Question 3.

Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.

Names of partner, parent, or subsidiary business entities:

5. List any individuals or entities that will be subcontractors on this contract.

Not applicable. No subcontractors will be retained for this contract.

Subcontractors may be retained, but have not been selected at the time of this submission.

List of subcontractors:

Blue Armor Security
Blue Armor Commissioning Academy

6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

7. Disclosure of political contributions.

* = Required fields



City of San Antonio Discretionary Contracts Disclosure

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List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

8. Disclosure of conflict of interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

- I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.
- I am aware of the following conflict(s) of interest:

*Acknowledgements

Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

* = Required fields



City of San Antonio Discretionary Contracts Disclosure

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No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***Contribution Prohibitions for "High-Profile"**

This is not a high-profile contract.

This is a high-profile contract.

I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.

I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.

***Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires contractors and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Clerk.

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Candace Kleck

Title: Business Development Manager

Company Name or DBA: AlliedBarton Security Services

Date: 07/12/2010

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966