RKN
12/03/15
Item No. 9

**AN ORDINANCE** 2015-12-03-1009

**AUTHORIZING A CONTRACT WITH ALLIED BARTON SECURITY SERVICES, LLC TO PROVIDE SECURITY STAFFING SERVICES AT VARIOUS CITY FACILITIES FOR AN INITIAL TERM COMMENCING DECEMBER 30, 2015 AND ENDING SEPTEMBER 30, 2018, WITH TWO RENEWAL TERMS OF ONE YEAR EACH AT THE CITY'S OPTION, AT AN ESTIMATED ANNUAL AMOUNT OF $4,600,000.00.**

* * * * *

**WHEREAS**, on May 26, 2015, the City released Request for Competitive Sealed Proposals (RFCSP) to provide the City with security staffing services at various City facilities; and

**WHEREAS**, on July 24, 2015, five (5) proposals were received and evaluated; and

**WHEREAS,** four (4) proposals were deemed nonresponsive by City Staff for various reasons; and

**WHEREAS**, City Staff recommends Allied Barton Security Services, LLC for award of this contract; **NOW THEREFORE:**

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

**SECTION 1.** The proposal submitted by Allied Barton Security Services, LLC ("Allied Barton") to provide the City with security staffing services at various City facilities for a term commencing December 30, 2015 and ending September 30, 2018, with two renewal terms of one year each at the City's option, at an estimated annual amount of $4,600,000.00, is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of (a) the Integration Agreement between Allied Barton and the City, (b) the Best And Final Offer ("BAFO") of Allied Barton to the City, and (c) the RFCSP are attached hereto as **Exhibit I**. A copy of the Proposal of Allied Barton may be inspected in the offices of the Purchasing Division of the Finance Department.

**SECTION 2.** The amounts will be encumbered upon issuance of purchase orders, and payment is authorized to Allied Barton Security Services, LLC. All expenditures will be in accordance with the Fiscal Year 2016 and subsequent budgets that fall within the term period of this contract approved by City Council.

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

RKN
12/03/15
Item No. 9

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

**PASSED AND APPROVED** this 3rd day of December, 2015.

**M A Y O R**
**Ivy R. Taylor**

**ATTEST:**

Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

Martha G. Sepeda, Acting City Attorney

| | |
|---|---|
| **Agenda Item:** | **9 ( in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 14C, 14D, 16, 19, 20, 23, 25, 26 )** |
| **Date:** | 12/03/2015 |
| **Time:** | 09:20:46 AM |
| **Vote Type:** | Motion to Approve |
| **Description:** | An Ordinance authorizing a contract with Allied Barton Security Services, LLC to provide commissioned and non-commissioned security staffing services at various City facilities through September 30, 2018 for an estimated annual amount of $4,600,000.00. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance] |
| **Result:** | Passed |

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

RKN
12/03/15
Item No. 9

# E X H I B I T  I

# INTEGRATION AGREEMENT

**INTEGRATION AGREEMENT FOR ANNUAL CONTRACT FOR SECURITY STAFFING SERVICES**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") NO.: 015-051; 6100005938**

This Integration Agreement (Agreement) is entered into by and between the **CITY OF SAN ANTONIO, TEXAS**, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and **ALLIED BARTON SECURITY SERVICES, LLC** (Allied Barton), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

## 1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

a. This Integration Agreement, including;

b. Allied Barton's Best and Final Offer (BAFO) submitted to the City;

c. City's RFCSP No.: 015-051; 6100005938, including all attachments and addendums thereto; and

d. Allied Barton's proposal submitted in response to City's RFCSP .

## 2.0 SECURITY OFFICER QUALIFICATIONS

Allied Barton acknowledges and agrees that each Security Officer assigned to perform services under this Agreement will, prior to commencing the performance of such services and at all times while performing them, fully meet and satisfy each of the qualifications and requirements set forth in Section 004, D of the RFCSP, including but not limited to passing a Criminal Justice Information System ("CJIS") fingerprint-based background check.

## 3.0 ENTIRE AGREEMENT

This Agreement, together with the contract documents identified in Section 1.0 above constitutes the final and entire agreement between the Parties and contains all of the terms and conditions agreed upon. In the event of conflict between any provision(s) in the RFCSP and any provision(s) in the BAFO, the provision(s) in the BAFO shall prevail. No

other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

**CITY OF SAN ANTONIO**

Print Name: _____
Title: _____
Date: _____

**ALLIED BARTON SECURITY SERVICES, LLC**

Print Name: RICHARD F. LISKO
Title: VICE PRESIDENT
Date: 11-12-15

Approved as to Form:

_____
Assistant City Attorney

RKN
12/03/15
Item No. 9

# BEST AND FINAL OFFER

# City of San Antonio
# Best and Final Offer

## Acceptance of RFCSP Terms and Conditions

The Request for Competitive Sealed Proposals for the Annual Contract for Security Staffing Services (RFCSP #6100005938), along with a negotiated Integration Agreement will serve as the controlling document for any subsequent contract resulting from contract award. In order to ensure that all respondents are treated fairly and equally concerning the requirements under the RFCSP, the City cannot allow exceptions to material or statutory provisions in the RFCSP. **Exceptions or requested changes by a respondent can result in disqualification of the respondent.**

## Scope Verification

**The following scope revisions have been made to the listed RFCSP requirements. Where noted, information is now desired functionality; optional.**

1. **Section 004, D. Recruitment and Selection, item 4**: Please confirm that all Security Officers assigned to this account will pass a Criminal Justice Information System (CJIS) fingerprint-based background check and maintain CJIS eligibility while employed by the awarded vendor.

## Scope Revision

1. **Section 009, Attachment B – Price Schedule.**

   Amended as follows:

   Item 6 (six), Shift Supervisor, was removed and markup should be applied to items 1 through 5 (A, B, and C).

   Pricing options required for base term (Years 1, 2, and 3). Optional Renewal 1 (Year 4 of agreement - 2019) rate will be the base rate (Years 1, 2, and 3) adjusted by the increase or decrease in the CPI (with a base of January 1, 2016) as of the last day of the first quarter of 2018 (which day is March 31, 2018). Optional Renewal 2 (Year 5 of agreement - 2020) rate will be the Optional Renewal 1 rate adjusted by the increase or decrease in the CPI (with a base of January 1, 2018) as of the last day of the first quarter of 2019 (which day is March 31, 2019).

**Please provide pricing as part of your Best and Final Offer inclusive of all items from the Specifications / Scope of Service unless clarified in the previous paragraphs.**

**PRICE SCHEDULE**

| **ITEM 1** | Commissioned Security Officer – Officer II (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Commissioned Security Officer – Officer II, Hourly Rate for Base Term. | 68,380 | $ | $ |
| | | **TOTAL** | $ |

| ITEM 2 | Non-Commissioned Officer – Officer I (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Non-Commissioned Officer – Officer I for Base Term. | 93,355 | $ | $ |
| | | | **TOTAL** $ |

| ITEM 3 | Access Control Officer (Non-Commissioned) (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Access Control Officer (Non-Commissioned) for Base Term. | 21,084 | $ | $ |
| | | | **TOTAL** $ |

| ITEM 4 | Alarm Monitor (Non-Commissioned) (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Alarm Monitor (Non-Commissioned) for Base Term. | 35,040 | $ | $ |
| | | | **TOTAL** $ |

| ITEM 5 | Administrative Services Officer (Non-Commissioned) (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Administrative Services Officer ((Non-Commissioned) for Base Term. | 2,080 | $ | $ |
| | | | **TOTAL** $ |

*Signature Required*

# R F C S P

# CITY OF SAN ANTONIO

***PURCHASING AND GENERAL SERVICES DEPARTMENT***

## REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
## NO.: 6100005938 V4
## RFCSP 015-051

## ANNUAL CONTRACT FOR SECURITY STAFFING SERVICES

Date Issued: MAY 26, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM C.T. JULY 24, 2015

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

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR SECURITY STAFFING SERVICES"

Proposal Due Date: 2:00 p.m. C.T., JULY 24, 2015

RFCSP No.: 6100005938

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements: No

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

Pre-Submittal Conference *YES
* If YES, the Pre-Submittal Conference will be held on JUNE 2, 2015 at 10:00 a.m. C.T. at RIVERVIEW TOWERS, 111 SOLEDAD, 11th floor , HILL COUNTRY MEETING ROOM, SAN ANTONIO, TEXAS 78205.

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

SBEDA Contact Information: David Rodriguez, (210) 207-0071, david.rodriguez3@sanantonio.gov

**This solicitation has been identified as High-Profile.**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts**. Under Section 2-309 of the Municipal Campaign Finance Code, the following 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 ("black out" period):

1. legal signatory of a high-profile contract;
2. any individual seeking a high-profile contract;
3. any owner or officer of an entity seeking a high-profile contract;
4. the spouse of any of these individuals;
5. any attorney, lobbyist or consultant retained to assist in seeking contract.

**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 "black out" period.**

## 002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS ..... 3
003 - INSTRUCTIONS FOR RESPONDENTS ..... 4
004 - SPECIFICATIONS / SCOPE OF SERVICES ..... 13
005 - SUPPLEMENTAL TERMS & CONDITIONS ..... 24
006 - GENERAL TERMS & CONDITIONS ..... 29
007 - SIGNATURE PAGE ..... 34
008 - STANDARD DEFINITION ..... 35
009 - ATTACHMENTS ..... 37
ATTACHMENT A, PART ONE.....GENERAL INFORMATION.....37
ATTACHMENT A, PART TWO.....EXPERIENCE, BACKGROUND, QUALIFICATIONS.....41
ATTACHMENT A, PART THREE.....PROPOSED PLAN.....43
ATTACHMENT B.....PRICE SCHEDULE.....44
ATTACHMENT C.....CONTRACTS DISCLOSURE FORM.....46
ATTACHMENT D.....LITIGATION DISCLOSUREFORM.....47
ATTACHMENT E.....SBEDA PROGRAM.....48
ATTACHMENT F.....CONFLICT OF INTEREST.....56
ATTACHMENT G.....VOSB PROGRAM TRACKING FORM.....57
ATTACHMENT H.....CJIS SECURITY POLICY, VER 5.3.....58
ATTACHMENT I.....CITY SECURITY POLICY.....59
ATTACHMENT J.....PROPOSAL CHECKLIST.....60
ATTACHMENT K.....NON-DISCRIMINATION LANGUAGE.....61
ATTACHMENT L.....SCHEDULE OF EVENTS.....62

## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, 8 hard copies and one copy of the of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 2:00 pm CT, July 10, 2015. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is David Rodriguez. Mr. Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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

Pre-Submittal Conference.

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

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

Conference access to the meeting can be achieved by dialing: LOCAL (210)207-8000, TOLL FREE (855)850-2672 and **MEETING ID 8712**.

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

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

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

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

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

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

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

Description of Supplies.

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

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

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

Samples, Demonstrations and Pre-award Testing.

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

Estimated Quantities for Annual Contracts.

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

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

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

Confidential or Proprietary Information.

All proposals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Interlocal Participation.

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

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

Costs of Proposing.

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

Conflict of Interest.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or proposals, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form to the City Clerk for you. Supplemental information related to the State of Texas Conflict of Interest requirement are included in Attachment G.

## PART B

### SUBMISSION REQUIREMENTS

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

If submitting a hard copy proposal, submit one original, signed in ink, 8 copies and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

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

TABLE OF CONTENTS

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

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

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

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

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

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

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

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

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

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

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

## EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (25 points)

Proposed Plan (40 points)

Price (15 points)

Small Business Economic Development Advocacy (SBEDA) Program – (20 points)

**SBE Prime Contract Program – 15 pts.**

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive fifteen (15) evaluation criteria percentage points **and,**

**Mentorship Incentive – 5 pts.**

Respondents certifying their commitment to serve as mentors in the City of San Antonio's Mentor Protégé Program will receive five (5) evaluation criteria percentage Points. Respondents document such commitment by initialing and signing the "Mentor Commitment Form" attached to this solicitation.

For qualified joint venture respondents, **each joint venture partner must initial, sign and submit** a "Mentor Commitment Form" for the joint venture respondent to receive the five (5) evaluation preference points.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 **BACKGROUND:**

City of San Antonio (CoSA) is seeking an experienced and qualified Security Contractor to provide armed and unarmed security officers at various CoSA facilities. Respondent 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. A complete description of the scope of services appears in Section II.

## SCOPE OF SERVICES

Respondent must meet the following requirements in order to submit a proposal. Respondent's Proposal will be deemed non-responsive to the extent that it does not meet the requirements.

1. Respondent shall be licensed by the Texas Commission on Private Security under the Department of Public Safety as a Security Guard Company;

2. Respondent shall be an established firm that has at least five years of experience in providing guard services;

3. Respondent shall have provided these types of services within the past three years;

4. Respondent shall have experience providing guard services with at least 4,000 hours per week across a minimum of three pre-existing contracts;

5. Respondent shall provide licensed Security Officers. Each Commissioned Security Officer must have a current Level 3 certification with the state, and each Non-Commissioned Security Officers must have a Level 2 certification with the state;

6. Respondent must provide, within 24 hours of an emergency request by CoSA, additional officers equal to 10% of its total complement of regular staff at any or all of CoSA's facilities serviced.

**Services Required**

Contractor shall provide the following services, including but not limited to providing security services for buildings, facilities, grounds, and rights-of-ways, for employees, and visitors; emergency response, access control, technology control station monitoring, mobile patrol, and other related security services.

Contractor must be able to deploy staff to any CoSA facility identified within two hours. For example, if CoSA identifies a need for a security officer at 1:00 p.m., Contractor must have sufficient staffing capability to provide that security officer at the requested CoSA site by 3:00 p.m. the same day.

Refer to Table 1 below for a detailed breakdown of estimated hours per week (HPW) and estimated hours per year (HPY) by level of security officer.

**Table 1: Weekly Detailed Breakdown of Estimated Hours (HPW) by Officer Type**

| | |
|---|---|
| Commissioned Security Officer – Officer II | 1,315 |
| Non-Commissioned Officer – Officer I | 1,795 |
| Access Control Officer (Non-Commissioned) | 406 |
| Alarm Monitor (Non-Commissioned) | 634 |
| Administrative Services Officer (Non-Commissioned) | 40 |
| Shift Supervisor (Commissioned) | 168 |
| Total Commissioned Hours | 1,483 |
| Total Non-Commissioned Hours | 2,875 |
| Total Hours | 4,358 |

**Table 2: Yearly Detailed Breakdown of Estimated Hours (HPY) by Officer Type**

| | |
|---|---|
| Commissioned Security Officer – Officer II | 68,380 |
| Non-Commissioned Officer – Officer I | 93,355 |
| Access Control Officer (Non-Commissioned) | 21,084 |
| Alarm Monitor (Non-Commissioned) | 32,960 |
| Administrative Services Officer (Non-Commissioned) | 2,080 |
| Shift Supervisor (Commissioned) | 8,760 |
| Total Commissioned Hours | 77,140 |
| Total Non-Commissioned Hours | 149,479 |
| Total Hours | 226,619 |

**Special Event Coverage**

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 CoSA. 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. swing and graveyard shifts during the work week and 24/7 on weekends if coverage is for an extended period).

**A. Contractor Responsibilities**

1. 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 CoSA or this agreement. However, Contractor may use CoSA equipment, office supplies, and materials whose use is exclusively for the benefit of CoSA 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 CoSA, provided access to such resources does not chronically or unreasonably interfere with the transaction of CoSA's business. Contractor is strictly prohibited from using such resources for non-CoSA-related purposes, including personal use or servicing of other accounts.

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

3. 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.

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

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

6. 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.

7. 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 CoSA's service area.

8. In the event CoSA 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 CoSA'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 Officer 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. CoSA 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, CoSA 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.

**B. Management Reviews and Reports**

**1. Quarterly Meeting**

This meeting between the Contractor's Account Manager and CoSA Physical 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, monthly drug test results, affidavits certifying readiness of new officers for duty at CoSA, patrol of CoSA's properties, and other information that may impact CoSA's security or the quality of service provided by the Contractor.

**2. Security Notice or Courtesy Report**

This report is to be used by all Contractor personnel to advise CoSA of potential security concerns. This form is integral to security operations as a way of keeping CoSA managers and supervisors informed of these areas.

**3. Incident Report**

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

**Post Orders**

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

**C. Personnel**

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, Administrative Services Officer and Shift Supervisor who shall provide the following service:

1. Provide security for CoSA, and its employees/visitors customers, vendors and tenants. Enforce control over removal of CoSA property or assets as identified by CoSA.

2. Respond to alarm conditions to investigate and report. Make notification as necessary, summon and assist emergency personnel, and conduct emergency evacuations.

3. 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.

4. 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.

5. Summon and cooperate with law enforcement agencies in connection with threats or crimes committed against CoSA, including safeguarding the scene of a crime to protect possible evidence.

6. Perform general duties as specified in the post orders, provide special security services as outlined in the *Special Security Officer Service Request,* and perform any additional duties as documented in writing or via email from authorized requestors.

7. Provide documentation to certify satisfaction of all training requirements as mandated by CoSA.

8. Ensure that all personnel are aware of federal, state, and municipal laws governing or potentially involving officers assigned to CoSA. 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.

**D. Recruitment and Selection**

1. Contractor shall maintain back-up officer staffing to support an increase of up to 10 percent of Security Officers assigned to CoSA facilities. Contractor shall maintain officer staffing levels capable of meeting the call-back requirements AT ALL CoSA 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.

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. CoSA 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 CoSA's personnel or property.

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

4. Contractor employees, before starting an assignment at CoSA, shall pass a drug test, IRCA testing requirements, posses 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. Also, Security Officers assigned to this account must pass a Criminal Justice Information Systems (CJIS) fingerprint-based background check and **maintain CJIS eligibility**. Due to CJIS requirements, the following will result in being disqualified for a position on this account: Felony Convictions, Felony Deferred Adjudication, Class A & B Misdemeanor Deferred Adjudication, Class B Misdemeanor Convictions, an Open Arrest for Any Criminal Offense (Felony or Misdemeanor), and Family Violence Convictions.

**E. Duties and Responsibilities**

**1. Contractor's Account 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 CoSA. This individual will regularly meet with CoSA's Contract Administrator as specified by CoSA. The Account 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 CoSA.

**2. OFFICER I (Non-Commissioned)**

**Background Requirements:**

The primary function of the Officer I 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. The Officer must have the ability to deal with internal and external customers. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. The Officer assigned must have three (3) or more years of security experience or may be substituted with twenty credit hours of college course work, law enforcement experience, or military experience. The Officer must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness as well as a high-level customer service skills. The Officer assigned must maintain annual AED training, CPR certification; annual Basic First Aid certification; and additional training as necessary.

**Functional Responsibilities:**

Basic duties include:

- Serve as a general security presence and visible deterrent to crime and rule infractions.
- Detect 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. OFFICER II (Commissioned)

**Background Requirements:**

The primary function of the Officer II 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. Officer must have the ability to deal with internal and external customers. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Officer 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. The Officer assigned must have three (3) or more years of security experience or may be substituted with twenty credit hours of college course work, law enforcement experience, or military experience. high-level customer service skills. The Officer assigned must maintain annual AED training, CPR certification; annual Basic First Aid certification; and additional training as necessary.

**Functional Responsibilities:**

Basic duties include:

- Serve as a general security presence and visible deterrent to crime and rule infractions.
- Detect 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.

### 4. ACCESS CONTROL OFFICER (Non-Commissioned)

**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. Officer must have the ability to deal with internal and external customers. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Officer 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. The Officer assigned must have three (3) or more years of security experience or may be substituted with twenty credit hours of college course work, law enforcement experience, or military experience. This position may also require basic computer skills; The Officer assigned must maintain annual AED training, CPR certification; annual Basic First Aid certification; and additional training as necessary.

**Functional Responsibilities:**
Basic duties include:

- Serve as a general security presence and visible deterrent to crime and rule infractions.
- Detect 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

## 5. ALARM MONITOR (Non-Commissioned)

**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. Officer 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. Officer 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. The Officer **must pass a Criminal Justice Information Systems (CJIS) fingerprint-based background check and maintain CJIS eligibility**. 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. The Officer assigned must have three (3) or more years of security experience or may be substituted with twenty credit hours of college course work, law enforcement experience, or military experience. This position may also require basic computer skills and the the Officer assigned must maintain annual AED training, CPR certification; annual Basic First Aid certification; and additional training as necessary.

**Functional Responsibilities:**
Basic duties include:

- Serve as a general security presence and visible deterrent to crime and rule infractions.
- Detect 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.

## 6. ADMINISTRATIVE SERVICES OFFICER (Non-Commissioned)

**Background Requirements:**

The primary function of the Administrative Services Officer is to provide identity management services. This is facilitated by providing CoSA ID Office services to City employees, contractor's, vendor's, volunteers and other authorized personnel. 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. Officer must have the ability to deal with internal and external customers. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Officer must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. The Administrative Services Officer **must pass a Criminal Justice Information Systems (CJIS) fingerprint-based background check and maintain CJIS eligibility**. The Officer assigned must have three (3) or more years of security experience or may be substituted with twenty credit hours of college course work, law enforcement experience, or military experience. This position may also require one or more of the following: experience with computer systems; experience with access control systems; experience with identity management processes; computer skills, to include typing and ability to operate within Microsoft Office Suite programs; some college experience; high-level customer service skills; and additional training as necessary.

**Functional Responsibilities:**

Basic duties include:

- Monitor and process all incoming communications.
- Process CoSA ID card requests in a timely manner.
- Provide registrar services of enrollment and provisioning access for approved requests.
- Issue ID cards to authorized individuals.
- Perform operator-level maintenance of equipment.
- Provide superior customer service and problem-solving.
- Perform reconciliation of identity management system records.

## 7. SHIFT SUPERVISOR (Commissioned)

**Background Requirements:**

The Shift Supervisor should be highly motivated, results oriented, 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. Also necessary are strong leadership and coaching skills, supervisory experience, and knowledge of general business practices through experience or education. The Officer assigned must have three (3) or more years of security experience or may be substituted with forty credit hours of college course work, law enforcement experience, or military experience; 1 or more years of security supervisory experience; This position requires high-level customer service skills. This position may also require basic computer skills and the Officer assigned must maintain annual AED training, CPR certification; annual Basic First Aid certification; and additional training as necessary. Security Officers considered for this position must be in there current position a minimum of six months, all previous performance ratings must be satisfactory or above, and the officer must have no disciplinary actions within the last six months.

**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.

## F. Selection Requirements

Contractor security officers and supervisors shall meet the following requirements before being assigned to CoSA.

a) Minimum age requirement of 21 years of age

b) Posses a valid security officer registration card issued by the State of Texas. A temporary card is not acceptable.

c) Ability to read, write, speak and understand the English language fluently.

d) Pre-employment medical/physical examination (renewed every 3 years).

e) Physical stamina, with routine program of physical fitness (vendor will provide method for verification).

f) Pass Pre-employment 5 panel drug screening (renewed annually).

g) Pass Psychological examination.

h) Proof of IRCA eligibility, e.g., Social Security card and green card.

i) Acceptable comprehensive background check relative to criminal history, driving record, and verification of experience, including drug screening. **Security Officers assigned to this account must pass a Criminal Justice Information Systems (CJIS) fingerprint-based background check and maintain CJIS eligibility**. Due to CJIS requirements, the following will result in being disqualified for a position on this account: Felony Convictions, Felony Deferred Adjudication, Class A & B Misdemeanor Deferred Adjudication, Class B Misdemeanor Convictions, an Open Arrest for Any Criminal Offense (Felony or Misdemeanor), and Family Violence Convictions.

j) Valid Texas Motor Vehicle Operators License or Valid Texas ID card.

k) Three (3) years of experience in security, loss control, emergency services, public safety; 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

l) Valid First Aid and CPR certifications.

m) Possession of a high school diploma or equivalent.

## G. Contractor's Staff

CoSA may or may not exercise its option to approve Contractor's Account/Project Manager position.

## H. Training

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 CoSA. 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:

   An annual training session approved by CoSA for new contract hires:

   a) Legal powers and limitations (2 hours): Texas Penal Code, use of force, search and seizure, arrest powers.

   b) Hazmat Training (2 hours): General awareness on hazardous materials as required by regulatory agencies.

   Eight one-hour segments to be conducted by Contractor.

   a) Access control and identifications systems (1 hour): Proper methods of identifying and verifying employees and visitors.

b) Observation and patrol (1 hour): Patrol procedures, crime prevention principles, inspections, liaison with law enforcement officials.

c) Emergency response (1 hour): Bomb, contamination and terrorist threats, fire safety and evacuation, procedures during earthquakes, and medical emergencies.

d) Communications systems (1 hour): Radio systems, telephone systems, and telephone etiquette.

e) Traffic control and parking (1 hour): Access control for vehicles, vehicle identification, and on-site parking control.

f) Report writing: (2 hours): Basic report writing techniques.

g) Examination (1 hour): Exercise review and reporting.

2. **Annual Training:** Contractor shall develop an annual training program approved by CoSA 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 CoSA 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.

**I. 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 Account Manager must evaluate the performance of any Officer to certify suitability for assignment prior to the Officer commencing regular, scheduled work. These sixteen (16) hours of training shall be documented in employee file and available to CoSA for review upon request.

**J. Performance Standards**

1. Contractor shall maintain personnel files on each Security Officer assigned to CoSA. 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).

2. CoSA 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 CoSA determine that services or equipment used by the Contractor are not satisfactory, CoSA shall inform Contractor in writing and require Contractor to take immediate corrective action within the terms of the agreement.

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

4. The City reserves the right to refuse security services by a particular security 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 at a City facility anymore, then Contractor shall not place said security officer at another City facility. The City will work with Contractor so that Contractor can address and resolve the issue.

5. 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:

a) Emergency response plans, bomb threats and fire/safety evacuation plans.

b) All systems, checkpoints, and conditions of normalcy associated with roving rounds.

c) Access control procedures as they apply to field locations and office buildings in the City Hall Public Safety Headquarters, and Municipal Plaza service areas.

d) The duties and responsibilities as outlined in their job description.

e) Production of written reports, which are grammatically correct and able to be presented for management or potential litigation review.

f) Possession and maintenance of the minimal qualifications (see **Selection Requirements**) under this contract.

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

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

b) Work effectively with law enforcement, fire safety, or other emergency service agencies who may respond to an unusual occurrence at any of CoSA's facilities.

c) Perform in accordance with the objectives as set forth for all entry level Security Officer and shall adhere to the duties and responsibilities.

7. 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.

Contractor's Supervisors and Managers must ensure the following:

a) Meet each of the performance objectives stated above.

b) Security Officers are trained in meeting the requirements of the specific assignment.

c) Ensure compliance with the rules, regulations, duties and responsibilities by each subordinate officer assigned to this contract.

d) Assist in the orientation and training of new and experienced officers assigned to this contract.

e) 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 CoSA 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 Contract Administrator on request.

**K. Uniforms/Equipment/Vehicles**

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 Contract Administrator. Contractor shall ensure all Commissioned Security Officers assigned to the CoSA account are in full uniform to include a duty weapon and duty belt. Uniforms worn by Contractor's personnel shall have patches, shoulder patches and other insignia approved by CoSA. Contractor's personnel shall wear identifying insignia of their employer, as required by law and approved by CoSA. Officers assigned to CoSA will display CoSA identification credentials approved by the Contract Administrator.

a) Office I, Officer II, Alarm Monitor, and Shift Supervisor Uniform requirements: A standard uniform will be worn by these officers and shall consist of a short or long sleeve uniform shirt with agency patches on the right and left sleeves, 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.

b) Access Control Officer Uniform requirements: A business style uniform will be worn by these officers and shall consist of a blazer with agency patch or logo on the left breast pocket, dress pants, neck tie or tie tab, black leather dress shoes, black leather dress belt with metal buckle. No duty belt equipment will be worn.

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 two replacement shirts and two pairs of trousers per year.

a) 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 CoSA.

b) 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 Contract 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 RFCSP total 3 local use/light trucks.

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

**L. Compensation and Benefits**

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.

2. All billable overtime shall have prior written approval from CoSA before assigning overtime hours. The Account Manager position shall be considered exempt from overtime pay.

**M. Laws**

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.

**N. Audits**

Contractor shall honor CoSA'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. CoSA will provide reasonable notice of such audits, in order to avoid undue disruption of Contractor's operations.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or January 1, 2016, whichever is later. This contract shall terminate on September 30, 2018.

Renewals.

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

Temporary Short Term Extensions.

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

All or None Bid.

City of San Antonio will make award to one Respondent only.

Internal / External Catalog.

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

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

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

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

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

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

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

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

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

Insurance.

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Information Technology System's Department, which shall be clearly labeled "Security Guard Services" 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 Information Technology Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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 and reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent'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<br>2. Employers' Liability | Statutory<br>$500,000/$500,000/$500,000 |
| 3. Broad form Commercial General Liability Insurance to include coverage for the following:<br>a. Premises operations<br>*b. Independent Contractors<br>c. Products/completed operations<br>d. Personal Injury<br>e. Contractual Liability<br>f. Damage to property rented by you | For Bodily Injury and Property Damage of $1,000,000 per occurrence;<br>$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage<br><br>f. $100,000 |
| 4. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired Vehicles | Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence |
| | |

Respondent agrees to require, by written contract, that all subrespondents providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent 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 subrespondent. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and

prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by 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). Respondent 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. Respondent shall pay any costs incurred resulting from said changes.

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

Respondent 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.

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

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

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

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

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

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

Incorporation of Attachments and Exhibits.

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

Attachment A – Part One – General Information
Attachment A – Part Two – Experience, Background and Qualifications
Attachment A – Part Three – Proposed Plan
Attachment B – Price Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Small Business Economic Development Advocacy (SBEDA) Language and Commitment Form
Attachment F – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment G – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
Attachment H – Criminal Justice Information Services Security Policy, Ver 5.3
Attachment I – City Security Policies (NIST 800-53A)
Attachment J – Proposal Checklist

Proposal Bond.

Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of **5% o the yearly contract amount which is $150,000**. The Bond shall be valid for **180 days** following the deadline for submission of bids. The Proposal Bond must provide assurance that the Proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the Proposal, and will provide the required Performance Bond, if awarded the contract. It shall provide that failure to enter into the contract, if awarded, or to provide the required Performance Bond, may result in a forfeiture of the Proposal Bond. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any Proposals received without a Proposal Bond will be disqualified.

For hard copy Proposals, the Proposal Bond must accompany the Proposal. For electronic submissions, Respondent must provide the original Proposal Bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

Performance Bond.

If selected, Respondent shall provide a Performance Bond made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $1,250,000. Said Performance Bond must be in a form acceptable to the City. Said Performance Bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. Said bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, Chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Liquidated Damages.

Contractor understands and agrees that failure to comply with any time or performance requirements in accordance with this AGREEMENT will result in damages 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 failure of billed services as follows as liquidated damages:

Paragraphs "a" through "g" deduct $100.00 per incident;
Paragraphs "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 CONTRCTOR 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 employee's total hours worked outside of this contract.
e. Failure to maintain or provide 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 o any intoxicating beverage, drug or other substance on City of San Antonio premises.

If equipment provided by the CITY is damaged due to negligence of the Security Officer(s) and/or its agents(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 CONTRATOR's payment, in addition to any liquidated damages.

The CITY reserves the right to refuse security services by a particular officer at a CITY facility. If a security office'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.

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.

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.

## 006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

**INDEMNIFICATION.**

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

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

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

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

## 007 - SIGNATURE PAGE

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

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

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

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

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

if awarded a contract in response to this RFCSP, Respondent will accept an indemnification provision in the contract that contains the specific language set out at Page 29 above.;and

if awarded a contract in response to this RFCSP, Respondent will accept the insurance provisiosn in the contract that contains the specific language set out at Pages 24-25 above.

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

Respondent Information
Please Print or Type

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

_____
Signature of Person Authorized to Sign Proposal

## 008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 009 - ATTACHMENTS

## RFCSP ATTACHMENT A, PART ONE

## GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No._____ Fax No:_____

Website address:_____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____
Job Title: _____

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

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

_____
_____
_____

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

Telephone No._____ Fax No: _____

Annual Revenue: $_____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

_____
_____
_____

List Related Companies:

_____
_____
_____

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

Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

_____

_____

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

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

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

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

Years _____ Months_____

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

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

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

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

Years _____ Months_____

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

7. **Debarment/Suspension Information**: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

_____

_____

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

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

   _____

   _____

9. **Bankruptcy Information**: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

   Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

   _____

   _____

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

    _____

    _____

11. **Previous Contracts:**

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

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

       _____

       _____

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

       _____

       _____

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

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

       _____

       _____

## REFERENCES

Provide Three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Value of Contract: _____

**Reference No. 2:**

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Value of Contract: _____

**Reference No. 3:**

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Value of Contract: _____

## RFCSP ATTACHMENT A, PART TWO

## EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

   e. Indicate the type of services previously provided (i.e. custodial and/or supplemental conversion/labor)

5. Describe Contractor's affiliations with other convention and trade show industry service providers, such as decorator, audio/visual, or destination management companies. Include name of organization, extent of association as well as type of services provided by affiliate.

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

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

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

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

8. Identify the number, type (i.e. professional, technician, para-professional, administrative), title, residency, professional qualifications (including education, experience, licenses, certifications, registrations, associations), duties/responsibilities, and amount of time of key staff to be devoted and/or assigned to this Agreement, and relevant experience on contracts of similar size and scope. Include the following:

   a. Principal(s) in Charge

   b. Team Supervisor(s)

   c. Team Members

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

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

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

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

## RFCSP ATTACHMENT A, PART THREE

## PROPOSED PLAN

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

1. Start up Plan –
    - Describe start up requirements and the lead time necessary to begin providing services. Describe screening process.
2. Agency Program Evaluation Plan –
    - Describe how your agency plans to evaluate the program. This should include routine (minimally monthly) inspections and meetings. Describe site inspection protocols and protocols on informing the Security Coordinator of the inspection results.
3. Work Plan and Timelines –
    - Describe work plan, including timeline for the implementation of services.
4. Training/Recognition Program –
    - Describe training program for each officer and any recognition programs.

    Provide a copy of your firm's drug screening policy, including the facilities utilized to perform the testing and the guidelines for the interpretation of results.
5. Additional Information -
    - Provide any additional plans and/or relevant information about respondent's approach to providing the required services.
    - Provide minimum amount to be paid directly to Security officers (by officer type) based on pricing provided on PRICE SCHEDULE, Section 009.

**RFCSP ATTACHMENT B**
**PRICE SCHEDULE**

| **ITEM 1** | Commissioned Security Officer – Officer II | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Commissioned Security Officer – Officer II, Hourly Rate | 68,380 | $ | $ |
| | | **TOTAL** | $ |

| **ITEM 2** | Non-Commissioned Officer – Officer I | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Non-Commissioned Officer – Officer I | 93,355 | $ | $ |
| | | **TOTAL** | $ |

| **ITEM 3** | Access Control Officer (Non-Commissioned) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Access Control Officer (Non-Commissioned) | 21,084 | $ | $ |
| | | **TOTAL** | $ |

| ITEM 4 | Alarm Monitor (Non-Commissioned) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Alarm Monitor (Non-Commissioned) | 35,040 | $ | $ |
| | | | **TOTAL** $ |

| ITEM 5 | Administrative Services Officer (Non-Commissioned) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Administrative Services Officer ((Non-Commissioned) | 2,080 | $ | $ |
| | | | **TOTAL** $ |

| ITEM 6 | Shift Supervisor (Commissioned) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Shift Supervisor (Commissioned) | 8,760 | $ | $ |
| | | | **TOTAL** $ |

Please complete the following:

Prompt Payment Discount: _____% _____days.

Delivery shall be made within _____ calendar days after receipt of order.

## RFCSP ATTACHMENT C

## CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

## RFCSP ATTACHMENT D

## LITIGATION DISCLOSURE FORM

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

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

## RFCSP ATTACHMENT E

## SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

### A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

**Waiver Request** - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request form (available at http://www.sanantonio.gov/SBO/Forms.aspx)* with its solicitation response. The Respondent's Waiver request must fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

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

### B. SBEDA Program

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

### C. Definitions

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

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

the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

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

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

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

**Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories, that is no more than five years old at the time of its original certification as an ESBE or whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, that is actively enrolled in the Mentor-Protégé Program for its Industry (once established by the City), and meets the Significant Business Presence requirements as defined herein.

**Emerging M/WBE** – a certified M/WBE firm that is no more than five years old at the time of its original certification as an Emerging M/WBE that is actively enrolled in the M/WBE or SBE Mentor-Protégé Program for its industry (once established by the City), whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

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

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

Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

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

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

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

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

**Joint Venture Incentives** – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Solicitation Incentives** – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Architecture and Engineering services, Construction, Goods & Supplies, Professional Services, and Other Services contracts, including change orders and amendments.

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

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

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

**Utilization Documentation** – a binding part of the contract which includes the name of all Subcontractors to be utilized in the contract, specifying the S/M/WBE Certification category for each, as approved by the SBO Manager. Additions, deletions or modifications of the utilization amounts or substitutions or deletions of S/M/WBE Subcontractors requires an amendment to be approved by the IEDD Director or designee.

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

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

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

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

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

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

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

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

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

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

registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

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

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

**SBE Mentor Protégé Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (c), this contract is being awarded pursuant to the SBE Mentor Protégé Program and, if included in the CONTRACTOR'S proposal, CONTRACTOR shall comply with all requirements of the Program in accordance with CONTRACTOR's signed Mentorship Commitment Form,.

**MWBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III. D. 8. (d), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least ***ten percent (10%)*** of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon M/WBE subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

**Subcontractor Diversity**: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal of 10% that have been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Other Services industry, as reflected in the City's Centralized Vendor Registration system for the month of March 2015, African-American owned firms represent approximately 2.30% of available subcontractors, Hispanic-American firms represent approximately 10.27%, Asian-American firms represent approximately 0.88%, Native American firms represent approximately 0.06%, and Women-owned firms represent approximately 4.71% of available other services industry subcontractors.

F. Commercial Nondiscrimination Policy Compliance

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

G. Prompt Payment

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

H. Violations, Sanctions and Penalties

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

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

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

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

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

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

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

1. Suspension of contract;

2. Withholding of funds;

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

4. Refusal to accept a response or proposal; and

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

**Subcontractor/Supplier Utilization Plan**

**Mentorship Commitment Form**

(Posted as separate document in ePortal)

## RFCSP ATTACHMENT F

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

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

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

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

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

## RFCSP ATTACHMENT G

## VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

Pursuant to Ordinance 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation

For more information on the program, refer to the Veteran-Owned Small Business Preference Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Identification Form.

(Posted as Separate Document)

## RFCSP ATTACHMENT H

### Criminal Justice Information Services Security Policy, Ver. 5.3

Available at: http://www.dps.texas.gov/SecurityReview/documents.htm

## RFCSP ATTACHMENT I

## CITY SECURITY POLICIES

Respondent shall identify any components within the proposed solution that do not meet CoSA Security standards (NIST 800-53A minimum requirements. Refer to link below for NIST 800-53A.

http://csrc.nist.gov/publications/nistpubs/800-53-rev4/sp800-53r4_summary.pdf

## RFCSP ATTACHMENT J

## PROPOSAL CHECKLIST

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

| Document | Initial to Indicate Document is Attached to Proposal |
|---|---|
| Table of Contents | |
| Executive Summary | |
| General Information and References<br>RFCSP Attachment A - Part One | |
| Experience, Background & Qualifications<br>RFCSP Attachment A - Part Two | |
| Proposed Plan<br>RFCSP Attachment A - Part Three | |
| Pricing Schedule<br>RFCSP Attachment B | |
| Contracts Disclosure Form<br>RFCSP Attachment C | |
| Litigation Disclosure Form<br>RFCSP Attachment D | |
| * SBEDA Form<br>RFCSP Attachment E; and<br>Associated Certificates, if applicable | |
| Supplemental information related to the State of Texas Conflict of Interest Requirement Attachment F | |
| Veteran-Owned Small Business (VOSB) Preference Program Tracking Form<br>RFCSP Attachment G | |
| Proof of Insurability (See RFCSP, Section 005, Supplemental Terms and Conditions)<br>Insurance Provider's Letter<br>Copy of Current Certificate of Insurance | |
| Proposal Bond | |
| Financial Information – RFCSP Section 003, Part B | |
| * Signature Page (only required for a hard copy submission)<br>RFCSP Section 007. | |
| Proposal Checklist<br>RFCSP Attachment J | |
| One (1) Original, Eight (8) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy. | |

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

## RFCSP ATTACHMENT K

### NON-DISCRIMINATION LANGUAGE

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

**As part of this independent contractor arrangement, Contractor is responsible for its employees including compliance with all laws including Affordable Care Act compliance.**

## RFCSP ATTACHMENT L

## SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFCSP:

| | |
|---|---|
| RFCSP Release Date: | May 26, 2015 |
| Pre-Submittal Conference: | 10:00 A.M. on June 2, 2015 |
| Final Questions Accepted: | 2:00 P.M. on July 17, 2015 |
| Proposal Due: | 2:00 P.M. on July 24, 2015 |
| Respondent Interviews, if any: | TBD |

City of San Antonio

**ADDENDUM I**

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Security Staffing Services (RFCSP 015-051, 6100005938), scheduled to open: July 1, 2015; Date of Issue: May 26, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: June 16, 2015

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

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

1. REMOVE: RFCSP COVER PAGE, PROPOSALS MUST BE RECEIVED NO LATER THAN: 2:00 PM C.T. JULY 1, 2015
   ADD: BIDS MUST BE RECEIVED NO LATER THAN 2:00 PM C.T. JULY 6, 2015

2. REMOVE: RFCSP SECTION 003, RESTRICTION IN COMMUNICATION
   Respondents may submit written question, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 2:00 pm CT, June 17, 2015.

   ADD: Respondents may submit written question, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 2:00 pm CT, June 19, 2015.

3. REMOVE: RFCSP SECTION 003, INSTRUCTIONS FOR RESPONDENTS, PART A, PROPOSAL FORMAT.

   A proposal response to the RFCSP General Information Form may not exceed 75 two-sided pages in length.

4. REMOVE: RFCSP ATTACHMENT L, SCHEDULE OF EVENTS

| | |
|---|---|
| RFCSP Release Date: | May 15, 2015 |
| Pre-Submittal Conference: | 10:00 A.M. on May 26, 2015 |
| Final Questions Accepted: | 2:00 P.M. on June 9, 2015 |
| Proposal Due: | 2:00 P.M. on June 26, 2015 |
| Respondent Interviews, if any: | TBD |

   ADD:

| | |
|---|---|
| RFCSP Release Date: | May 26, 2015 |
| Pre-Submittal Conference: | 10:00 A.M. on June 2, 2015 |
| Final Questions Accepted: | 2:00 P.M. on June 19, 2015 |
| Proposal Due: | 2:00 P.M. on July 6, 2015 |
| Respondent Interviews, if any: | TBD |

5. REMOVE: RFCSP SECTION 005, PERFORMANCE BOND

If selected, Respondent shall provide a Performance Bond made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $3,000,000.

ADD:

If selected, Respondent shall provide a Performance Bond made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $1,250,000.

6. ADD: UNDER SECTION 005, AFTER LAST PARAGRAPH

Liquidated Damages.

Contractor understands and agrees that failure to comply with any time or performance requirements in accordance with this AGREEMENT will result in damages 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 failure of billed services as follows as liquidated damages:

Paragraphs "a" through "g" deduct $100.00 per incident;
Paragraphs "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 CONTRCTOR 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 employee's total hours worked outside of this contract.
e. Failure to maintain or provide 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.

If equipment provided by the CITY is damaged due to negligence of the Security Officer(s) and/or its agents(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 CONTRATOR's payment, in addition to any liquidated damages.

The CITY reserves the right to refuse security services by a particular officer at a CITY facility. If a security office'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.

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.

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.

**THE FOLLOWING QUESTIONS WERE PRESENTED DURING THE PRESUBMITAL CONFERENCE HELD ON JUNE 2, 2015 AT 10:00 A.M. CENTRAL TIME:**

1. Question: What is the estimated mileage that would be driven by the vehicles provided by contractor?

   Answer: No estimated mileage for vehicles will be provided.

2. Question: Is there a requirement for a make, model or type (truck or sedan) for the vehicle the contractor provides?

   Answer: There is no requirement for a make and model of vehicle provided by the contract (Section 004, Item K).

3. Question: Will Special Events be billed at temporary or overtime rate?

   Answer: Page 14 of 61 of the RFCSP, SPECIAL EVENT COVERAGE reads: Note that Specials are billed at the Officer 1 and/or Officer II rate, as applicable, and typically extend after normal business hours (i.e. swing and graveyard shifts during the work week and 24/7 on weekends if coverage is for an extended period).

4. Question: Will there be Prevailing Wages? Will the City require that proposals include what amount is to be paid to staff?

Answer: Prevailing Wages will not apply to this Solicitation.

5. Question: How many Radios are required for this project and do they need to be a specific brand?
   Answer: The number of radios needed for this contract is dependent on the proposed plan submitted and how the proposed vendor plans to service the account. The current plan includes five radios provided by the contractor and five or eight radios provided by the City. No Specific brand is required.

6. Question: On the Alarm Monitoring position, will this position require a certification?
   Answer: Alarm Monitoring does not require a certification. It is a video monitoring of surveillance cameras.

7. Question: Will the monitoring equipment be provided by the City?
   Answer: Yes, the City will provide the Alarm Monitoring system.

8. Question: Will the installation of the Alarm Monitoring be available for bid?
   Answer: The installation of the Alamo Monitoring will not be available for bid.

**THE FOLLOWING QUESTIONS WERE PRESENTED AFTER THE PRESUBMITAL CONFERENCE HELD ON JUNE 2, 2015 AT 10:00 A.M. CENTRAL TIME:**

9. Question: Who is the current incumbent?
   Answer: The current service provider is Allied Barton.

10. Question: When were they awarded the contract?
    Answer: December 21, 2010.

11. Question: Estimated usage (number of hours) of prior contract?
    Answer: Section 004 of RFCSP 6100005938 provides the estimated usage for this contract.

12. Question: Estimated number of hours for this contract?
    Answer: Section 004 of RFCSP 6100005938 provides the estimated hours for this contract.

13. Question: What is the current bill rate (for each category, if applicable)?
    Answer: .

| | | |
|---|---|---|
| Non-Commissioned Security Officer (Officer I) | $15.38 | per hour |
| Commissioned Security Officer (Officer II) | $16.91 | per hour |
| Access Control Officer (non-commissioned) | $19.99 | per hour |
| Alarm Monitor (optional, non-commissioned) | $20.76 | per hour |
| Shift Supervisor (commissioned) | $20.13 | per hour |

14. Question: What was the bill rate upon award (for each category, if applicable)
    Answer:

| | | |
|---|---|---|
| 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 | included in contract markup |

15. Question: The solicitation limits proposal pages to 75 pages. Does this exclude supplemental information such as the Dunn & Bradstreet report, which is lengthy (e.g., 25-30 pages)?

    Answer: The proposal response limit to 75 pages does not include supplemental information such as Dunn & Bradstreet. The 75 page limit will be removed from the solicitation.

Paul J. Calapa,
Purchasing Administrator
Finance Department –Procurement Division

City of San Antonio

**ADDENDUM 2**

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Security Staffing Services (RFCSP 015-051, 6100005938), scheduled to open: July 6, 2015; Date of Issue: May 26, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: June 24, 2015

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

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

1. RFCSP 6100005938 is hereby extended. PROPOSALS MUST BE RECEIVED NO LATER THAN: 2:00 PM C.T. JULY 17, 2015

Paul J. Calapa,
Purchasing Administrator
Finance Department –Procurement Division

# City of San Antonio

## ADDENDUM III

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Security Staffing Services (RFCSP 015-051, 6100005938), scheduled to open: July 17, 2015; Date of Issue: May 26, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: July 8, 2015

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL**

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

1. RFCSP 6100005938 is hereby extended. PROPOSALS MUST BE RECEIVED NO LATER THAN: 2:00 PM C.T. JULY 24, 2015.

2. Section 003 – INSTRUCTIONS FOR RESPONDENTS PART A, Restrictions on Communication.
   **Remove**: Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed n the Cover Page on or before 2:00 pm CT, June 10, 2015.
   **Add**: Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed n the Cover Page on or before 2:00 pm CT, July 10, 2015.

3. RFCSP ATTACHMENT A, PART THREE, PROPOSED PLAN.
   Add under number 5: Provide minimum amount to be paid directly to Security officers (by officer type) based on pricing provided on PRICE SCHEDULE, Section 009.

4. Addendum I, Response to Question 13: What is the current bill rate (for each category, if applicable)? Rate provided for Shift Supervisor $20.13 per hour should reflect $0.00 per hour (include in contract markup).

Paul J. Calapa,
Procurement Administrator
Finance Department –Procurement Division

# City of San Antonio

## ADDENDUM IV

SUBJECT: Request for Competitive Sealed Proposal for Annual Contract for Security Staffing Services (RFCSP 015-051, 6100005938 V4), scheduled to open: July 24, 2015; Date of Issue: May 26, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: July 17, 2015

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL**

**THE FOLLOWING QUESTIONS WERE PRESENTED DURING THE PRESUBMITAL CONFERENCE HELD ON JUNE 2, 2015 AT 10:00 A.M. CENTRAL TIME:**

1. Question: At Attachment B-Price Schedule, we now remove "Shift Supervisor" from the attachment and just leave blank? Would this indicate that we now include both positions of "Shift Supervisor" and "Account Manager" in the "Contract Markup"?

   Answer: Shift Supervisor position should not be removed from the Price Schedule. The cost for Account Manager will be considered when providing pricing for positions listed in the Price Schedule.

2. Question: Pages 16 thru 19, Duties and Responsibilities, list 7 positions: Acct Manager, Officer I, Officer II, Access Control Officer, Alarm Monitor, Administrative Service Officer, Shift Supervisor Addendum #1, Questions #13 & #14 only list 5 positions currently being billed. Officer I, Officer II, Access Control Officer, Alarm Monitor, Shift Supervisor. Are the 2 positions of Administrative Service Officer & Account Manager newly added positions? Is the Account Manager to be billed back to the contract? At Attachment B - Price Schedule, I do not see a section for the billing of an Acct Manager. Is it expected that the position be rolled up into the bill rates? Is the Acct Manager's office on location at the facility?

   Answer: The Account Manager will be part of the services provided by the selected vendor. All costs associated with the Account Manager should be considered when providing pricing for positions listed in the Price Schedule.

3. Question: Pages #20 & 21, H. Training: 1. Basic Training: Page #21, I. Pre-assignment Site Orientation: Is any or all of this mandated training/orientation billable back at a training bill rate?

   Answer: Training cost should be considered when providing pricing for each position listed under the PRICE SCHEDULE.

4. Question: We are part of a franchise group that has been around since 2003. Does this qualify as being in a firm that has five years experience?

   Answer: Prospective firms can include time as part of a franchise group to show experience.

5. Question: Are all of the positions identified in Table 1 and Section E of the Scope of Services staffed under the current contract? If not, would the City please identify which positions will be new to the contract resulting from this RFCSP?

   Answer: The positions required as part RFCSP 6100005938 are listed in section 004 – SPECIFICATIONS / SCOPE OF SERVICES and the RFCSP Attachment B, PRICE SCHEDULE RFCSP.

6. Question: Are the selection requirements in Section F of the Scope of Work the same as the current contract? If not, would the City please identify which requirements will be new to the contract resulting from this RFCSP?

   Answer: Selection Requirements for RFCSP 6100005938 are listed in Section004 – SPECIFICATIONS / SCOPE OF SERVICES.

7. Question: Section L of the Scope of Work states that the "Contractor shall be required to pay all wages, salary, shift pay, taxes and benefits". Additionally, the City has established a minimum standard of "three (3) years of experience or relevant education" for all officers in Section E of the Scope of Work, without providing guidance to offerors on minimum wages for each position, nor has the City requested for offerors to disclose their proposed wages as a part of their pricing submission (Attachment B) or proposal information (Attachment A).
   a. Is it the City's expectation that all officers who are retained as part of the program under the resulting award of this solicitation will not experience a reduction in their current pay rate? Additionally, will the officers retain their tenure for benefit eligibility based on their original assignment to the City's contract?
   b. Would the City establish a minimum pay rate for each position? If not, would the City consider revising the requirements of either Attachment A or B to require offerors to disclose wages by positions as well as benefits offered to the employees? This would allow the City to better evaluate the offering of each proposer and the realism to staff the program, meeting the requirements of the solicitation.

   Answer: Requirements for RFCSP 6100005938 are listed in section 004 – SPECIFICATIONS / SCOPE OF SERVICES and further guidance is provided in Addendums 1, 2, and 3.

8. Attachment B, price schedule, is the estimated hours for one year of service for the contract. Will the City allow for reasonable annual price increases to the contract or do proposers need to factor in any potential cost increases for the life of the contract, including option years, into their pricing?

   Answer: Proposed pricing by participating vendors will be fixed for the term of the agreement.

9. Question: Does the City allow for overtime billing when special events or additional services are requested with less than 72 hours notice, or some other notification period?

   Answer: Special Event Coverage requirements are provided in the SCOPE OF SERVICES section 004 of RFCSP 6100005938.

10. Question: Does the City allow for overtime billing for all worked holidays?

Answer: Special Event Coverage requirements are provided in the SCOPE OF SERVICES section 004 of RFCSP 6100005938.

Paul J. Calapa,
Procurement Administrator
Finance Department –Procurement Division

# 14. Signature Page (RFCSP Section 007 (hardcopy only)

**007 - SIGNATURE PAGE**

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

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

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

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

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

if awarded a contract in response to this RFCSP, Respondent will accept an indemnification provision in the contract that contains the specific language set out at Page 29 above.;and

if awarded a contract in response to this RFCSP, Respondent will accept the insurance provisiosn in the contract that contains the specific language set out at Pages 24-25 above.

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

Respondent Information
Please Print or Type

| | |
|---|---|
| Vendor ID No. | 12023356186 (TX Comptroller's Taxpayer Number) |
| Signer's Name | Rik Lisko |
| Name of Business | AlliedBarton Security Services LLC |
| Street Address | 3355 Cherry Ridge, Suite 200 |
| City, State, Zip Code | San Antonio, Texas 78230 |
| Email Address | rik.lisko@alliedbarton.com |
| Telephone No. | 210-349-6321 |
| Fax No. | 210-349-0213 |
| City's Solicitation No. | RFCSP 2015-051, 6100005938 |

Signature of Person Authorized to Sign Proposal
Rik Lisko, Vice President/Business Development

# 10. Veteran-Owned Small Business Preference Program Tracking Form (Attachment G)

**Complete, sign and submit VOSB form found in this RFCSP as Attachment F.**

**City of San Antonio**

**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: Security Staffing Services/RFCSP 2015-051, 6100005938

| | | |
|---|---|---|
| Name of Respondent: | AlliedBarton Security Services LLC | |
| Physical Address: | 3355 Cherry Ridge, Suite 200 | |
| City, State, Zip Code: | San Antonio, Texas 78230 | |
| Phone Number: | 210-349-6321 | |
| Email Address: | rik.lisko@alliedbarton.com | |
| Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one) | Yes | No |
| If yes, provide the SBA Certification # | (Not Applicable) | |
| If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one) | Yes | No |
| If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers. | (Not Applicable) | |
| Participation Dollar Amount | (Not Applicable) | |

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

## City of San Antonio
## Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Rik Lisko
(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Vice President/Business Development
Title

July 24, 2015
Date

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

City of San Antonio

**Best and Final Offer**

October 9, 2015

Allied Barton Security Services, LLC.
Attention: Rik Lisko
3355 Cherry Ridge, Suite 200
San Antonio, TX 78230

RE: RFCSP – ANNUAL CONTRACT FOR SECURITY STAFFING SERVICES - 2015-051 - RFCSP 6100005938

Dear Mr. Lisko,

On behalf of the City of San Antonio, I would like to thank you for submitting your proposal for the above referenced RFCSP.

The City requires that your firm complete the revised Price Schedule as part of the City's request for a Best and Final Offer.

Please complete the attached Best and Final Offer form, and revised price schedule. The Best and Final Offer must be submitted to me by the deadline below. In order to facilitate an objective comparison of all proposals received, you must complete the price schedule without any modifications. Please include set pricing. Do not include any price ranges.

Upon receipt of your best and final offer, we will complete our evaluation. Once again, I would like to express my appreciation for your efforts throughout our selection process.

Please reply in writing to me no later than Friday, October 16, 2015 at 2:00 p.m. For your convenience, an electronic copy can be sent via email to tony.aguilar@sanantonio.gov .

Sincerely,

Tony Aguilar
Procurement Specialist II
Finance Department, Purchasing Division

# City of San Antonio
# Best and Final Offer

## Acceptance of RFCSP Terms and Conditions

The Request for Competitive Sealed Proposals for the Annual Contract for Security Staffing Services (RFCSP #6100005938), along with a negotiated Integration Agreement will serve as the controlling document for any subsequent contract resulting from contract award. In order to ensure that all respondents are treated fairly and equally concerning the requirements under the RFCSP, the City cannot allow exceptions to material or statutory provisions in the RFCSP. **Exceptions or requested changes by a respondent can result in disqualification of the respondent.**

## Scope Verification

**The following scope revisions have been made to the listed RFCSP requirements. Where noted, information is now desired functionality; optional.**

1. **Section 004, D. Recruitment and Selection, item 4**: Please confirm that all Security Officers assigned to this account will pass a Criminal Justice Information System (CJIS) fingerprint-based background check and maintain CJIS eligibility while employed by the awarded vendor.

## Scope Revision

1. **Section 009, Attachment B – Price Schedule.**

   Amended as follows:

   Item 6 (six), Shift Supervisor, was removed and markup should be applied to items 1 through 5 (A, B, and C).

   Pricing options required for base term (Years 1, 2, and 3). Optional Renewal 1 (Year 4 of agreement - 2019) rate will be the base rate (Years 1, 2, and 3) adjusted by the increase or decrease in the CPI (with a base of January 1, 2016) as of the last day of the first quarter of 2018 (which day is March 31, 2018). Optional Renewal 2 (Year 5 of agreement - 2020) rate will be the Optional Renewal 1 rate adjusted by the increase or decrease in the CPI (with a base of January 1, 2018) as of the last day of the first quarter of 2019 (which day is March 31, 2019).

**Please provide pricing as part of your Best and Final Offer inclusive of all items from the Specifications / Scope of Service unless clarified in the previous paragraphs.**

**PRICE SCHEDULE**

| **ITEM 1** | Commissioned Security Officer – Officer II (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Commissioned Security Officer – Officer II, Hourly Rate for Base Term. | 68,380 | $ | $ |
| | | **TOTAL** | $ |

| ITEM 2 | Non-Commissioned Officer – Officer I (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Non-Commissioned Officer – Officer I for Base Term. | 93,355 | $ | $ |
| | | | **TOTAL** $ |

| ITEM 3 | Access Control Officer (Non-Commissioned) (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Access Control Officer (Non-Commissioned) for Base Term. | 21,084 | $ | $ |
| | | | **TOTAL** $ |

| ITEM 4 | Alarm Monitor (Non-Commissioned) (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Alarm Monitor (Non-Commissioned) for Base Term. | 35,040 | $ | $ |
| | | | **TOTAL** $ |

| ITEM 5 | Administrative Services Officer (Non-Commissioned) (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Administrative Services Officer ((Non-Commissioned) for Base Term. | 2,080 | $ | $ |
| | | | **TOTAL** $ |

*Signature Required*

# City of San Antonio

**Best and Final Offer**

October 9, 2015

Allied Barton Security Services, LLC.
Attention: Rik Lisko
3355 Cherry Ridge, Suite 200
San Antonio, TX 78230

RE: RFCSP – ANNUAL CONTRACT FOR SECURITY STAFFING SERVICES - 2015-051 - RFCSP 6100005938

Dear Mr. Lisko,

On behalf of the City of San Antonio, I would like to thank you for submitting your proposal for the above referenced RFCSP.

The City requires that your firm complete the revised Price Schedule as part of the City's request for a Best and Final Offer.

Please complete the attached Best and Final Offer form, and revised price schedule. The Best and Final Offer must be submitted to me by the deadline below. In order to facilitate an objective comparison of all proposals received, you must complete the price schedule without any modifications. Please include set pricing. Do not include any price ranges.

Upon receipt of your best and final offer, we will complete our evaluation. Once again, I would like to express my appreciation for your efforts throughout our selection process.

Please reply in writing to me no later than Friday, October 16, 2015 at 2:00 p.m. For your convenience, an electronic copy can be sent via email to tony.aguilar@sanantonio.gov .

Sincerely,

Tony Aguilar
Procurement Specialist II
Finance Department, Purchasing Division

# City of San Antonio
# Best and Final Offer

## Acceptance of RFCSP Terms and Conditions

The Request for Competitive Sealed Proposals for the Annual Contract for Security Staffing Services (RFCSP #6100005938), along with a negotiated Integration Agreement will serve as the controlling document for any subsequent contract resulting from contract award. In order to ensure that all respondents are treated fairly and equally concerning the requirements under the RFCSP, the City cannot allow exceptions to material or statutory provisions in the RFCSP. **Exceptions or requested changes by a respondent can result in disqualification of the respondent.**

## Scope Verification

**The following scope revisions have been made to the listed RFCSP requirements. Where noted, information is now desired functionality; optional.**

1. **Section 004, D. Recruitment and Selection, item 4:** Please confirm that all Security Officers assigned to this account will pass a Criminal Justice Information System (CJIS) fingerprint-based background check and maintain CJIS eligibility while employed by the awarded vendor.

## Scope Revision

1. **Section 009, Attachment B – Price Schedule.**

   Amended as follows:

   Item 6 (six), Shift Supervisor, was removed and markup should be applied to items 1 through 5 (A, B, and C).

   Pricing options required for base term (Years 1, 2, and 3). Optional Renewal 1 (Year 4 of agreement - 2019) rate will be the base rate (Years 1, 2, and 3) adjusted by the increase or decrease in the CPI (with a base of January 1, 2016) as of the last day of the first quarter of 2018 (which day is March 31, 2018). Optional Renewal 2 (Year 5 of agreement - 2020) rate will be the Optional Renewal 1 rate adjusted by the increase or decrease in the CPI (with a base of January 1, 2018) as of the last day of the first quarter of 2019 (which day is March 31, 2019).

**Please provide pricing as part of your Best and Final Offer inclusive of all items from the Specifications / Scope of Service unless clarified in the previous paragraphs.**

**PRICE SCHEDULE**

| ITEM 1 | Commissioned Security Officer – Officer II (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Commissioned Security Officer – Officer II, Hourly Rate for Base Term. | 68,380 | $ 21.41 | $ 1,464,015.80 |
| | | TOTAL | $1,464,015.80 |

| ITEM 2 | Non-Commissioned Officer – Officer I (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Non-Commissioned Officer – Officer I for Base Term. | 93,355 | $ 17.90 | $ 1,671,054.50 |
| | | TOTAL | $ 1,671,054.50 |

| ITEM 3 | Access Control Officer (Non-Commissioned) (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Access Control Officer (Non-Commissioned) for Base Term. | 21,084 | $ 23.67 | $ 499,058.28 |
| | | TOTAL | $ 499,058.28 |

| ITEM 4 | Alarm Monitor (Non-Commissioned) (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Alarm Monitor (Non-Commissioned) for Base Term. | 35,040 | $ 23.67 | $ 829,396.80 |
| | | TOTAL | $ 829,396.80 |

| ITEM 5 | Administrative Services Officer (Non-Commissioned) (including mark-up for Supervisor) | | |
|---|---|---|---|
| Description | Estimated Yearly Hours | Hourly Rate | Price Total |
| Administrative Services Officer ((Non-Commissioned) for Base Term. | 2,080 | $ 23.67 | $ 49,233.60 |
| | | TOTAL | $ 49,233.60 |

Signature Required