KRH
5/08/14
Item No. 18

AN ORDINANCE 2014-05-08-0322

AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ALLIEDBARTON SECURITY SERVICES, LLC IN AN AMOUNT NOT TO EXCEED $2,369,747.04 FOR SECURED AREA ACCESS MANAGEMENT AND MONITORING SERVICES AT SAN ANTONIO AIRPORT SYSTEM.

* * * * * *

WHEREAS, in order to meet federal regulations concerning the prevention and detection of unauthorized access and the prevention of the introduction of unauthorized weapons, explosive incendiary devices, or other prohibited items into the secured area of San Antonio International Airport, the City's Aviation Department requires an agreement for secured area access management and monitoring services; and

WHEREAS, the City released a Request for Proposals for these services in October 2013 and received six proposals; however, based on changes in federal regulations reducing the needed scope, the City requested revised proposals from the respondents, and three of the original six respondents submitted revised proposals in January 2014; and

WHEREAS, an evaluation committee comprised of representatives from the Office of the City Manager, the Aviation Department, and the Criminal Investigation Division of the Internal Revenue Service evaluated the proposals and recommends AlliedBarton Security Services, LLC for award of the Professional Services Agreement; and

WHEREAS, it is necessary to authorize the execution of a Professional Services Agreement with AlliedBarton Security Services, LLC for a five year term in an amount not to exceed $2,369,747.04; **NOW THEREFORE,**

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

SECTION 1. City Council hereby approves the terms and conditions of a Professional Services Agreement with AlliedBarton Security Services, LLC in an amount not to exceed $2,369,747.04 for secured area access management and monitoring services. The City Manager, or her designee, is authorized to execute the Agreement, a copy of which is set out in **Exhibit 1**.

SECTION 2. Funding in the amount of $539,110.40 for this Ordinance is available for Fund 51001000, Cost Center 3305040004 and General Ledger 5201040, as part of the Fiscal Year 2014 Budget.

SECTION 3. Additional funding in the amount of $1,830,636.64 for this Ordinance is contingent upon City Council approval of subsequent fiscal year budgets.

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SECTION 4. Payment not to exceed the budgeted amount is authorized to Allied Barton Security Services LLC and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 8th day of May, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Robert F. Greenblum, City Attorney

Agenda Item:	**18 (in consent vote: 5, 6, 7, 9, 10, 11, 12, 14, 15, 16, 18, 20)**
Date:	05/08/2014
Time:	11:48:09 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a contract in the amount of $2,369,747.04 with Allied Barton Security Services LLC for secured area access management and monitoring services for the San Antonio International Airport for five years. [Ed Belmares, Assistant City Manager; Frank Miller, Director, Aviation]
Result:	Passed

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

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT
FOR
SECURED AREA ACCESS MANAGEMENT AND MONITORING SERVICES FOR THE SAN ANTONIO INTERNATIONAL AIRPORT

This Agreement is made and entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation acting by and through its City Manager, and AlliedBarton Security Services, LLC (hereinafter referred to as "Consultant") by and through its designated officer(s) pursuant to its by-laws or a resolution of its Board of Directors, both of which may be referred to herein collectively as the "Parties".

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

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

1.1 "ACO" means Access Control Officer who shall be Commissioned Security Officers licensed pursuant to Chapter 1702, Private Security, of the Texas Occupations Code

1.2 "Airport" or "SAT" means the San Antonio International Airport

1.3 "Airport Security Supervisor" means the senior on-duty Aviation staff member assigned to overseeing airport security operations.

1.4 "Director" means the director of the City's Aviation Department

1.5 "Exit Lane" means the two locations within SAT where the public (generally passengers departing aircraft) exits from secured areas into public areas.

1.6 "Entry Lane" means the location in Terminal A where the public (generally departing passengers) queues up to enter the security screening checkpoint from the public, non-secured area.

1.7 "Federal Inspection Station (FIS)" means the terminal entry point where General Aviation aircraft are received and passengers are processed for entry into the United States by Customs and Border Protection.

1.8 "Gate Post" means the locations on SAT SIDA perimeter where vendors and service vehicles enter and exit after being inspected and cleared by whom.

1.9 "SAT" means San Antonio International Airport

1.10 "TSA" means the Transportation Security Administration

II. PERIOD OF SERVICE

The term of this Agreement shall commence upon the day that the Agreement is approved by the City of San Antonio City Council and continue in full force and effect for the period of five (5) years, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

III. SCOPE OF SERVICES

3.1 Consultant shall provide secured area access management and monitoring services to include training, managing, scheduling and supervising staff to: monitor carious access points to the secured areas of the Airport; conduct inspections; coordinate entry with the Aviation Department and other agencies; and escort visitors within the secured Airport area according to the provisions in the document entitled "Scope of Services," attached hereto as Exhibit 1 and incorporated by reference for all purposes. The City reserves the right to add or delete locations, change security services hours, and/or change the type of officer required as determined by the City's requirements.

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

3.3 The Consultant 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 including but not limited to: wearing an improper uniform, insobriety, sleeping on the job, insubordination, tardiness, or substandard performance.

IV. COORDINATION WITH THE CITY

4.1 Director, or his designee, will act on behalf of City with respect to the work performed pursuant to this Agreement. Director, or his designated representative, shall have complete authority to receive information, interpret City's policies and make decisions with respect to materials, equipment, and work pertinent to the Consultant's services.

4.2 Consultant shall be available for conferences with Director, or his designee, as often as deemed necessary by City, throughout the term of this Agreement at no additional charge to City.

4.3 City shall provide written notice to the Consultant of any security violations, performance defects, breach of any contract term, or infringement of any laws, rules or regulations, to include the rules governing performance set out herein, discovered in the Consultant's services, or performance, or of any development that affects the performance or timing of Consultant's services.

4.4 City promptly will give written notice to Consultant whenever City observes, discovers or otherwise becomes aware of any defect in Consultant's services, or any development that affects the scope or timing of Consultant's services.

V. COMPENSATION

5.1 For and in consideration of the services to be rendered by Consultant, City shall pay Consultant the not to exceed fee set forth in this Article V, Compensation. Nothing contained in this Agreement shall require City to pay for any unsatisfactory work, as determined solely by Director, or for work that is not in compliance with the terms of this Agreement. City shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

5.2 The total compensation for all work to be performed by Consultant as fully defined in the Scope of Services shall not exceed TWO MILLION, THREE HUNDRED SIXTY-NINE THOUSAND, SEVEN HUNDRED FORTY-SEVEN AND 04/00 U.S. DOLLARS ($2,369,747.04). Consultant shall not invoice City for any expenses unless such expenses have been approved by City in writing in advance.

5.3 Consultant shall bill all services in accordance with the hourly rates set out in Exhibit 2, Fee Schedule, which rates include all allowable direct and indirect expenses. Consultant may submit invoices no more than once monthly. Such invoices must be for work actually performed and not previously invoiced and must show: a) the hours being billed delineated by employee name and position, b) the total amount due for services. Consultant shall only invoice for actual, documented hours worked, rounded to the nearest ¼ hour. City reserves the right to request such additional information as the City deems necessary to support the invoiced charges. City shall pay all undisputed amounts due under this Agreement within 30 days of receipt of a properly addressed invoice. Payment is deemed to be made on the date of mailing of the check or electronic fund transfer.

5.4 Consultant may not pay its ACOs less than the minimum hourly wage rate. Consultant acknowledges and agrees that the rates set out in Exhibit 2, Fee Schedule, include an escalation in rates over the term of the Agreement to account for an annual cost-of-living wage increases and any possible increases in cost, whether or not anticipated, in or resulting from taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by the Consultant hereunder or by or in respect of the Consultant to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical, welfare and other benefits, including without limitation costs incurred by the Consultant pursuant to applicable federal, state and/or local law, including, without limitation the Patient Protection and Affordable Care Act of 2010. Consultant understands and agrees that, except for the escalation contained in the rates set out in Exhibit 2, Fee Schedule, there will be no adjustment made to the rates during the initial 5 year term of this Agreement.

5.5 A Work Week begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. on the following Friday. The City will not reimburse for overtime unless it is pre-approved by City's Airport Security Manager or his designee. Overtime is defined as any hours worked by a single individual in excess of 40 hours within a single Work Week. The City will reimburse Consultant at 1.5 times the hourly rate set out in Exhibit 2, Fee Schedule, for: 1) overtime, as defined above, and, 2) hours worked on the following authorized holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, and Christmas Day.

5.6 If equipment provided by City is damaged due to negligence of an ACO(s) and/or its agent(s), and the equipment has to be repaired, the cost to repair the damaged equipment will be withheld from the Consultant'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 Consultant's payment, in addition to any liquidated damages that may be due pursuant to Article VII. Liquidated Damages.

5.7 Right to Audit. The Consultant will provide supporting evidence necessary to substantiate charges related to the Agreement and allow the City to access Consultant's "records" associated with this Agreement. Consultant's "records" shall be made available within two weeks of the written request for open inspection, audit, and/or reproduction during normal business working hours. Such audits may be performed by a City's representative or an outside representative engaged by City. The City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three years after final payment or longer if required by law. The City's representatives may (without limitation) conduct verifications such as verifying information and amounts through interviews and written confirmations with Consultant's employees, field and agency labor, subcontractors, and vendors.

5.7.1 Consultant's "records" as referred to in this Agreement shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger, and any other Consultant records which may have a bearing on matters of interest to the City in connection with the Consultant's dealings with the City.

5.7.2 Consultant shall require all payees (examples of payees include subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by ensuring that the City's right to audit requirements set forth herein are contained in a written contract between Consultant and payee. Consultant will ensure that the City has the same right to audit all payees that it has to audit Consultant under the terms of this Agreement.

5.7.3 City's authorized representative or designee shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, in order to conduct audits in compliance with this article.

VI. OWNERSHIP AND RETENTION OF DOCUMENTS

6.1 Any and all documents, papers, records, writings, data, media or information in whatever form and character created by Consultant pursuant to the provisions of this Agreement and pertinent to the services rendered hereunder, (hereinafter "Documents") shall be the exclusive property of City; and such Documents shall not be the subject of any copyright or proprietary claim by Consultant. The City shall own the entire copyright of whatever nature or extent and in all media whatsoever to any documents (records) produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. Consultant and its employees, officers and agents, if any, shall be responsible for furnishing appropriate documentation confirming (and or transferring) such copyright ownership in and to City. Consultant understands and acknowledges that as the exclusive owner of any and all Documents, City has the right to use all Documents as City desires, without restriction

6.2 Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to City. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by the Director.

6.3 The Consultant agrees to maintain all books, records and reports required under this Agreement for a period of not less than four (4) years after final payment is made and all pending matters are closed. In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide the City access to any books,

documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

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

VII. LIQUIDATED DAMAGES

7.1 Consultant understands and agrees that failure to comply with any time or performance requirements in accordance with this Agreement will result in damage to City, and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay or nonperformance. Upon the occurrence of any of the following acts listed in this section identified as paragraphs 7.2.1 through 7.2.6 below, City may adjust Consultant's billing to reflect the reduced value of billed services as follows as liquidated damages:

Paragraphs 7.2.1 through 7.2.3 deduct $200.00 per incident;

Paragraph 7.2.4 through 7.2.6 deduct $400.00 per incident.

7.2 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 Consultant hereby agree that the following acts are subject to the imposition of liquidated damages:

7.2.1 Failure to provide screened, qualified ACO(s) and/or supervisor(s) for each, as needed, and failure to familiarize the ACO's and/or supervisors with the location(s), including the building, and the assigned duties prior to Consultant assigning the ACO(s) and/or supervisor(s) to the site and/or shift.

7.2.2 Failure to train, in advance, any security employee assigned to the premises with specific training as required by the specification contained in and in compliance with Standard Operating Procedures (SOPs) for the relevant site.

7.2.3 Failure to assign trained employees as replacements whenever required due to, but not limited to, scheduled employee breaks and unscheduled events such as illness, termination, or other circumstance.

7.2.4 Finding an employee asleep during their assigned tour of duty.

7.2.5 Finding an employee in an unauthorized location during their assigned tour of duty.

7.2.6 Finding an employee away from their assigned post during their assigned tour of duty.

7.3 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.

7.4 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.

VIII. TERMINATION OF AGREEMENT

8.1 Termination Without Cause.

8.1.1 This Agreement may be terminated by the City at any time, either for the City's convenience or because of Consultant's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the City.

8.1.2 If the termination is for the convenience of the City, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services, should City choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work, performed during time between the issuance of the City's notice of termination and the actual termination date.

8.1.3 If the termination is due to Consultant's failure to fulfill its obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the City for any additional cost occasioned to the City thereby.

8.1.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 8.1.3 of this clause.

8.1.5 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

8.1.6 This Agreement may be terminated by the Consultant, at any time, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

8.2 Defaults With Opportunity for Cure. Should Consultant fail, as determined by the Director, to satisfactorily perform the duties set out in Article III. Scope of Services; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the City shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Consultant to complete the work required by this Agreement. City shall also have the right to offset the cost of said new agreement with a new Consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of City to mitigate its losses.

8.3 Termination For Cause. Notwithstanding the provisions in paragraph 8.2, upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance

with the notice provisions contained in this Agreement, City may immediately terminate this Agreement without opportunity for cure, in whole or in part, "for cause":

8.3.1 Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to City in connection with this Agreement or its performance hereunder; or

8.3.2 Consultant violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

8.3.3 Consultant fails to cure, or initiate steps reasonably calculated to cure, a default listed in Section 8.2, within the time period required for cure; or

8.3.4 Consultant violates any rule, regulation or law to which Consultant is bound or shall be bound under the terms of this Agreement; or

8.3.5 Consultant fails to comply in any respect with the insurance requirements set forth in this Agreement.

8.3.6 Consultant attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of the Agreement; or

8.3.7 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties.

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

8.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, regardless of storage medium, shall be transferred to City. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

8.6 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon the City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents

8.7 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a Waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

8.8 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

8.9 City, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty imposed upon the City. Consultant further acknowledges that the failure of Consultant substantially to comply with the submittal of the statements and documents, as required herein, shall constitute a waiver by Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents

IX. INSURANCE REQUIREMENTS

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "Secured Area Access Monitoring Services at SAT" 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 Aviation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability	For Bodily Injury and Property Damage of

Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	$1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

City of San Antonio
Attn: Aviation Department – Security Division
9800 Airport Boulevard
San Antonio, Texas 78216

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

9.5.1 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, to the extent of Contractor's negligence under this Agreement up to the required insurance coverage amount;

9.5.2 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;

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

9.5.4 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.

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

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

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

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

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

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

X. INDEMNIFICATION

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

10.2 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. Consultant shall advise the City in writing within 24 hours of any claim or demand against the City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the

investigation and defense of such claim or demand at Consultant's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this paragraph.

XI. CONSULTANT'S STANDARD OF CARE

11.1 Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

11.2 Consultant shall supply all qualified personnel in sufficient numbers as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be employees of Consultant. Consultant agrees that the service provided must meet professional standards and be adequate, as determined in the Director's sole discretion.

XII. SOLICITATION

Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the City shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Consultant found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the City from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing municipal employment of professional and other professionals. Accordingly, Consultant further pledges and warrants its best and most competent professional efforts to secure to the City the benefits of the agreement.

XIII. ASSIGNMENT OF RIGHTS OR DUTIES

13.1 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of City. As a condition of consent, if same is given, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by City in accordance with this Article.

13.2 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Consultant assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, City may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

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

XIV. INDEPENDENT CONTRACTOR

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

14.2 No Third Party Beneficiaries - For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

XV. EQUAL EMPLOYMENT OPPORTUNITY

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

XVI. NONDISCRIMINATION

As a party to a contract with City, Consultant 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.

XVII. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be effected by amendment, in writing, executed by City and Consultant. The Director shall have the authority to execute amendments that require up to $25,000.00 in increased cost on behalf of the City without further action by the San Antonio City Council, subject to appropriation of funds for the increase in cost. Any other change will require approval of the City Council by passage of an ordinance therefore.

XVIII. NOTICES

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

If intended for City, to:

City of San Antonio
Aviation Department/Security Division
Attn: Airport Security Manager
9623 W. Terminal Bldg. #1320
San Antonio, Texas 78216

If intended for Consultant, to:

AlliedBarton Security Services, LLC
Attn:

XIX. INTEREST IN CITY CONTRACTS PROHIBITED

19.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of 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: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

19.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of City. Consultant further warrants and certifies that is has tendered to City's a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

XX. AIRPORT SECURITY

20.1 To the extent Consultant will be responsible for work which necessitates entrance to the Air Operations Area or other secure area of the Airport, this Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("Airport Security Act"), the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations promulgated under it. Consultant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Aviation Director, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, Consultant must promptly report any information in accordance with those regulations promulgated by the FAA, the TSA and the City.

Consultant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement.

20.2 Consultant must comply with, and require compliance by its Subcontractors, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Aviation Director, Consultant must adopt procedures to control and limit access to the Airport Premises utilized by Consultant and its Subcontractors in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Consultant must have in place and in operation a security program for the Airport Premises utilized by Consultant that complies with all applicable laws and regulations. All employees of Consultant that require regular access to sterile or secure areas of the Airports must be badged in accordance with City and TSA rules and regulations.

20.3 Gates and doors located in and around the Airport Premises utilized by Consultant that permit entry into sterile or secured areas at the Airports, if any, must be kept locked by Consultant at all times when not in use, or under Consultant 's constant security surveillance. Gate or door malfunctions must be reported to the Aviation Director or the Aviation Director's designee without delay and must be kept under constant surveillance by Consultant until the malfunction is remedied.

20.4 In connection with the implementation of its security program, Consultant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Consultant acknowledges that all such knowledge and information is of a highly confidential nature. Consultant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the City or the Aviation Director in advance in writing. Consultant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Licensee's covenants and agreements as set forth in this section.

XXI. CONTRACT CONSTRUCTION

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

XXII. FAMILIARITY WITH LAW AND CONTRACT TERMS

Consultant represents that, prior to signing this Agreement; Consultant has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, regulations and FAA Advisory Circulars and guidelines, and all of the terms and conditions of this Agreement and will comply therewith.

XXIII. APPLICABLE LAW

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

XXIV. VENUE

The obligations of the parties to this Agreement shall be performable in San Antonio, Bexar County,

Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Bexar County, Texas.

XXV. SEVERABILITY

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

XXVI. FORCE MAJEURE

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

XXVII. SUCCESSORS

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

XXVIII. NON-WAIVER OF PERFORMANCE

28.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of CITY, such changes must be approved by the San Antonio City Council.

28.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXIX. PARAGRAPH HEADINGS

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

XXX. LEGAL AUTHORITY

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

XXXI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

31.1 By execution of this Agreement, the undersigned authorized representative of Consultant certifies, and the City relies thereon, that neither Consultant., nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department;

31.2 "Principals", for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

31.3 Consultant shall provide immediate written notice to City, in accordance the notice provisions of this Agreement, if, at any time during the term of this Agreement, including any renewals hereof, Consultant learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

31.4 Consultant's certification is a material representation of fact upon which the City has relied in entering into this Agreement. Should City determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the City may terminate this Agreement in accordance the terms of this Agreement.

XXXII. ENTIRE AGREEMENT

32.1 This Agreement, together with its authorizing ordinance, Exhibits and Attachments, embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties and approved by ordinance passed by the San Antonio City Council.

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

Signature page to follow

EXECUTED ON THIS, THE _____ DAY OF _____, 2014.

CITY OF SAN ANTONIO, TEXAS

_____
Sheryl Sculley
City Manager

ALLIEDBARTON SECURITY SERVICES, LLC

By: _____
Signature

Vice President
Title

Federal Tax ID#: 20-1379003

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT 1

SCOPE OF SERVICES

1. CONSULTANT RESPONSIBILITIES

1.1 Consultant shall provide secured access management and monitoring services to include providing training, managing, scheduling, and supervising staff to: monitor various access points to the secured areas, including but not limited to, Security Identification Display Area (SIDA), sterile areas, and other designated areas of SAT; conduct inspections; coordinate entry with Aviation Department and other agencies; and escort visitors within the secured area, SIDA, and sterile areas.

1.2 Consultant services shall meet federal regulations concerning the prevention and detection of unauthorized access and the prevention of the introduction or carriage of any unauthorized weapon, explosive, incendiary, or other prohibited items into the secured area, SIDA, or sterile areas of SAT. In addition, consultant services will prohibit non-badged persons within secured area, SIDA, and sterile area unless escorted by a badged person with escort authority.

1.3 Consultant shall be in possession of and be compliant with, and shall remain compliant with throughout the term of this Agreement, any and all licensing requirements and regulations applicable to the services Consultant shall perform pursuant to this Agreement. All assigned ACOs shall be Commissioned Security Officers licensed pursuant to Chapter 1702, Private Security, of the Texas Occupations Code.

1.4 Consultant shall ensure that On-Site Supervisors and ACOs do not carry weapons of any kind while on duty except if specifically authorized in writing. Such authorization to carry weapons may only be issued to Consultant by the Aviation Security Manager, Aviation Director, or Assistant Director.

1.5 All Consultant personnel must be able to read, write, speak and understand the English language fluently. Consultant personnel stationed at the FIS must be bilingual and be able to read, write, speak and understand English and Spanish fluently.

1.6 Consultant shall furnish all labor and uniforms. Consultant shall also establish and maintain an accurate timekeeping and payroll system to ensure that personnel are paid in accordance with the contract. Consultant will supply, at its sole expense, all required uniforms. Consultant shall also supply administrative supplies and equipment not specifically dedicated to City or this agreement. However, Consultant may use City lavatories and designated office space. Consultant is strictly prohibited from using such City resources for non-City related purposes, including personal use or servicing of other accounts

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

1.8 Consultant 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 Consultant.

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

1.10 City may request Consultant to perform similar additional services at SAT not specifically enumerated in this Agreement on an as needed basis.

1.11 Consultant shall establish, implement, and maintain a training program to ensure that all staff is familiar with all applicable regulations, as well as standards set forth in Agreement.

1.12 Consultant will report to the Director or his/her designee.

1.13 Consultant will submit Standard Operating Procedures (SOPs) to Airport Security Manager for approval within 2 weeks of the effective date of Agreement.

1.14 Consultant personnel 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.

1.15 Consultant will provide their employees with appropriate all-weather clothing (including sun and rain protection) and include reflective vest for use at the gate posts.

1.16 Consultant must ensure that all ACOs are trained on all applicable regulations regarding access control at exit lanes and gate posts, and other assigned posts. A minimum of sixteen (16) hours of orientation training specific to SAT and *an* additional ten (10) hours instruction specific to each post an ACO may be assigned to. All ACO training must be documented and can be inspected at any time by the City for compliance.

1.17 Consultant shall ensure that its employees do not use City's telephones or equipment in any office, remove or eat food and beverages from City refrigerators, cabinets, or lockers. Consultant employees may purchase food or drinks from the City's vending machines and Airport concessions.

2. CONSULTANT DUTIES

2.1 Consultant will manage a program to provide supervised, uniformed personnel who will provide the following services at SAT:

- access monitoring at Terminal A & B exit lanes,
- access monitoring at Terminal A entry lanes,
- inspection services at Gate Posts,
- escorting services at the FIS, and
- other similar duties as needed at SAT and as assigned by Aviation

2.2 ACOs will coordinate with and obtain approval from Airport Security and/or Airport Police to allow entry into the secured area..

2.3 Consultant shall not allow its employees to bring children, relatives, acquaintances or visitors onto SAT ~~propertyat~~property at any time while in uniform or at any time during their duty shift unless such children, relatives, acquaintances or visitors are accessing such facility as part of their own employment, they are airline passengers, or are picking up or dropping off employee or airline passengers.

2.4 On-Site Supervisors will check in with the on-call Airport Security Supervisor at the beginning of each shift.

2.5 On-Site Supervisors will coordinate all security matters with the Airport Security Supervisor.

2.6 On-Site Supervisors will be required to provide supervision and relief for the ACOs.

2.7 ACOs will ensure only authorized personnel are allowed entry through the exit lanes and gate posts.

2.8 ACOs at entry lanes will maintain proper passenger flow, provide directions, and perform other duties as necessary.

2.9 ACOs will complete airport incident reports, daily logs, communicate via radio, perform thorough vehicle inspections, be professional, and courteous.

2.10 ACOs shall be vigilant and physically and mentally capable of performing their duties.

2.11 ACOs must be able to stand for long periods, walk between posts, and climb in and out of trucks and trailers.

2.12 ACOs stationed outside of temperature controlled space shall be properly equipped and able to endure weather conditions year-round.

2.13 ACOs shall summon an armed Law Enforcement Officer if circumstances warrant it.

2.14 Smoking or use of tobacco products while on duty, except while on break and in designated areas, is prohibited. The possession or use of any illegal drugs is strictly prohibited. Consultant shall not allow any employee using prescription drugs that may impair work performance to perform any services pursuant to this Agreement. The City has the right to request a doctor's evaluation, at Consultant's or Consultant's employee's cost, to determine if Consultant's employee is under the influence of any intoxicating beverage, drug or other substance on City of San Antonio premises.

2.15 Use of any Non-Approved Devices is prohibited while on duty. Non-Approved Devices include, but are not limited to, cell phone, MP3 style device, ear buds, headphones, recording devices, and any other items/devices that may interfere with the performance of duties.

2.16 On site personnel are prohibited from recording any image or sound while on duty.

2.17 Exit Lanes cannot be entered and used for shift relief or other purposes.

2.18 Firearms or other weapons of any type are not allowed on SAT property.

2.19 ACOs shall be in possession of a working flashlight, pen, paper and a watch at all times while on duty.

2.20 ACOs will be in a clean uniform at all times. ACO's appearance shall be hygienic and professional. Demeanor must be professional while on duty. All ACOs and On-Site Supervisors shall wear a distinctive uniform and display a SIDA Badge as issued by the Aviation Department in accordance with the City's badge policy (See Exhibit 1). This cost will be covered by the successful Respondent and will follow established rules and regulations as set forth by the Aviation Security Department. All uniforms shall be the same and display the name of the Respondent. Uniforms worn

by the selected Respondent's employees must be different, in both design and color, from those worn by City employees. Uniforms shall be subject to the approval of the City prior to the start of the contract. Uniforms must be clean and pressed, free from stains and tears, and presentable at the start of each shift.

3. SCHEDULING AND STAFFING ESTIMATIONS

3.1 Following are the estimated service hours and staffing needs. The amount of staffing and times may change according to City's needs.

3.2 The Aviation Department requires Exit Lane, Gate 20 Vehicle Access, and FIS Escort Duty services on the following schedule:

3.2.1 Exit Lane Services shall be provided every day from the time the TSA ceases its checkpoint operations until the concourses are closed by the Aviation Department's Airport Security Supervisor. Closing of the concourses is done after the arrival of the last flight and varies daily between Terminals A and B. The Airport Security Supervisory representative on duty will notify the Contractor's Access Control Officers (ACO) daily of concourse closure times and the ACO will close the Exit Lanes in accordance with that notice. The TSA currently ceases its checkpoint operations at approximately 9:30 p.m. in Terminal A and approximately 8:00 p.m. in Terminal B. Currently, Terminal A and Terminal B concourses and Exit Lanes close at approximately 1:30 a.m. The beginning and ending hours for Exit Lane service in both terminals are subject to change.

3.2.2 Gate 20 Vehicle Access Service shall be provided 24 hour a day, every day.

3.2.3 FIS Escort Duty shall be provided from 9:00 a.m. until 8:00 p.m. every day. The hours for FIS Escort Duty are subject to change. City expects to open a new, permanent FIS by 9/30/15. FIS Escort Duty will not be required once the new, permanent FIS opens.

3.3 Alternate Services: The Aviation Department will require Entry Lane Services on an indefinite delivery/indefinite quantity, on-call, as-needed, hourly basis.

3.4 Staffing Requirements: Consultant will establish a work schedule based on the following staffing requirements.

3.4.1 Exit Lane Service –

i. Terminal A requires 1 ACO.
ii. Terminal B requires 1 ACO.

3.4.2 Gate 20 Vehicle Access Service – Requires 1 ACO.

3.4.3 FIS Escort Duty – Requires 2 ACOs.

3.4.4 Entry Lane Service – Required only as-needed with 24 hours notice.

3.5 The Exit Lanes in both Terminals may be closed and secured by the Airport Security Supervisor during the following times:

3.5.1 Terminal A from approximately 2:00 a.m. until 4:00 a.m.

3.5.2 Terminal B from approximately 1:00 a.m. until 4:00 a.m.

EXHIBIT 2

FEE SCHEDULE

Pricing reflects the number of Full Time Equivalent (FTE), working 2,080 hours per year.

YEAR 1 (A), (B)

Position	Proposed # of FTE	Proposed Hourly Rate	Estimated Annual Total Cost
On-Site Supervisor	4.20	$20.13	$175,855.68
Access Control Officer	9.80	$17.33	$353,254.72
		TOTAL ANNUAL COST	$529,110.40

YEAR 2 (A), (B)

Position	Proposed # of FTE	Proposed Hourly Rate	Estimated Annual Total Cost
On-Site Supervisor	4.20	$21.13	$184,591.68
Access Control Officer	8.20	$18.26	$311,442.56
		TOTAL ANNUAL COST	$496,034.24

YEAR 3 (C)

Position	Proposed # of FTE	Proposed Hourly Rate	Estimated Annual Total Cost
On-Site Supervisor	4.20	$21.66	$189,221.76
Access Control Officer	5.95	$18.72	$231,678.72
		TOTAL ANNUAL COST	$420,900.48

YEAR 4 (C)

Position	Proposed # of FTE	Proposed Hourly Rate	Estimated Annual Total Cost
On-Site Supervisor	4.20	$22.20	$193,939.20
Access Control Officer	5.95	$19.19	$237,495.44
		TOTAL ANNUAL COST	$431,434.64

(C)

YEAR 5

Position	Proposed # of FTE	Proposed Hourly Rate	Estimated Annual Total Cost
On-Site Supervisor	4.20	$22.76	$198,831.36
Access Control Officer	5.95	$19.67	$243,435.92
		TOTAL ANNUAL COST	$442,267.28

(A) Assumes contract will commence May 1, 2014

(B) Assumes FIS escorting will only be required for Year1 and first 5 months of Year 2

(C) Assumes FIS escorting will not be required in Years 3, 4, and 5

ENTRY LANE SERVICES

	PROPOSED HOURLY RATE	$18.17