



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** LAG0106

**COMMODITY/SERVICE DESCRIPTION:** Uniformed Security Guard Services

**DATE ISSUED:** December 14, 2015

**REQUISITION NO.:** 1100-15110500084

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** January 7, 2016 at 10:00am

**COMMODITY CODE:** 96480

**LOCATION:** 721 Barton Springs Road  
 Austin, TX 78704, Room 100

**CALL IN NUMBER:** 877-402-9753 Access Code: 2182020

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:**

**PROPOSAL DUE PRIOR TO:** 2:00pm on January 21, 2016

**PROPOSAL CLOSING TIME AND DATE:** 2:00pm on January 21, 2016

Leslie Giannattasio  
Senior Buyer

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
 RM 308, AUSTIN, TEXAS 78701

**Phone:** (512) 322-6583

**E-Mail:** leslie.giannattasio@austinenergy.com

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # LAG0106	Purchasing Office-Response Enclosed for Solicitation # LAG0106
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL, 4 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***



**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
ATT A	CURRENT AUSTIN ENERGY SECURITY LOCATIONS	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0705	PRICE PROPOSAL SHEET – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**

The Offeror shall furnish, with the Offer, the following information, for at least five recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

Responding Company Name \_\_\_\_\_

1. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

2. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

3. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

4. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

5. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

**Section 0815: Living Wages Contractor Certification**

Company Name \_\_\_\_\_

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: \_\_\_\_\_

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:	LAG0106
PROJECT NAME:	Uniformed Security Guard Services

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

**No** \_\_\_\_\_ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

**Yes** \_\_\_\_\_ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

**After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.**

<b>I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.</b>	
_____	
<b>Company Name</b>	
_____	
<b>Name and Title of Authorized Representative (Print or Type)</b>	
_____	
<b>Signature</b>	<b>Date</b>

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
 (Please duplicate as needed)

SOLICITATION NUMBER:	LAG0106
PROJECT NAME:	Uniformed Security Guard Services

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

**Reviewing Counselor** \_\_\_\_\_ **Date** \_\_\_\_\_ **Director/Deputy Director** \_\_\_\_\_ **Date** \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASING OFFICE  
UNIFORMED SECURITY GUARD SERVICES  
REQUEST FOR PROPOSAL (RFP)  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NUMBER: LAG0106**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 2:00pm on January 8th, 2016. Submissions may be made via email to [leslie.giannattsio@austinenergy.com](mailto:leslie.giannattsio@austinenergy.com).

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. FIDELITY BOND:**

- A. The Contractor shall provide a Blanket Position Fidelity Bond in an amount equal to One-Hundred per cent (100%) of the annual Contract amount within fourteen (14) calendar days after notification of award. The Blanket Position Fidelity Bond shall cover each employee who handles money or safeguards assets and the Contractor agrees to make, and pursue to conclusion, a claim against such bond when an employee is found to have violated the bond provisions.
- B. The Fidelity Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

**4. PROPOSAL BOND:**

- A. All Offers shall be accompanied by a Proposal Bond in an amount of not less than five percent (5%) of the total annual Offer as indicated as the Total Price in the Price Proposal Sheet (Section 0705). The Proposal Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Proposal Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Proposal Bond will be returned to the Offeror. The Proposal Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Proposal Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

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**5. PERFORMANCE BOND:**

- A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the annual Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

**6. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of twenty four (24) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**7. QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City. Unless specified in the solicitation, there are no minimum order quantities.

**8. INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Ruben Guerra
Address	PO Box 3548

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SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NUMBER: LAG0106**

City, Code	State	Zip	Austin, Texas 78764-3546
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- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

9. **BILLING**

- A. Invoices shall reflect direct cost of labor and administrative overhead and include:
1. Employee hours worked and the employee bill rate. Employee pay rates shall vary.
  2. An itemized list of hours of service at each property. The hours billed shall match the scheduled hours minus any lapse coverage or plus any additional duty requested by AE
  3. AE shall not pay for any service beyond the regularly schedule hours except as requested by AE Security. Request for additional service from anyone other than AE Security Management Services and provided for by the Contractor shall not be honored for payment under the terms of this contract.
  4. The billing cycle shall be maintained consistent, preferably on a monthly basis.
  5. Administrative and equipment costs to include all other factors to include overhead and profit shall be denoted on the invoice.
  6. Overtime is not to be charged to AE for any hours worked as regularly scheduled hours. Contractor shall comply with the minimum wage, overtime pay, and other federal and state wage and hour requirements.

10. **LIVING WAGES**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at:

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[https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**11. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**12. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or

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- iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address (es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

13. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this

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provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
  - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
  - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index (es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index-Industry Data	
Series ID: PCU5616125616121	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Security guards and patrol services / security guard services	
This Index shall apply to the following items of the Price Proposal Sheet: Labor Rates	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor

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Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **PROJECT MANAGER:** The following person is designated as Project Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Ruben Guerra, AE Security Management Services, SCC

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2500 Montopolis Drive

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Austin, Texas 78741 email address: [ruben.guerra@austinenergy.com](mailto:ruben.guerra@austinenergy.com)

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14. **CONTRACT COMPLIANCE ADMINISTRATOR:** The following person is designated as Contract Compliance Administrator, and will act as the contact point between the City and the Contractor during the term of the Contract for contractual issues, financial issues and interpretation of the Contract Terms and Conditions:

Michelle Casanova

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512-505-3747

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[michelle.casanova@austinenergy.com](mailto:michelle.casanova@austinenergy.com)

\*Note: The above listed Project Manager and Contract Administrator are not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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**1.0 SCOPE AND MINIMUM QUALIFICATIONS**

**1.1 Scope**

Austin Energy (AE) requires a qualified security services company (Contractor) to provide uniformed security guard services protect AE personnel, assets, and Critical Infrastructure as defined by governing regulatory entities. The properties requiring service are generally located within Austin, Texas and Travis County. Additional service may be required at any AE properties as needed. AE properties vary in environment to include corporate offices, service yards, power plants, sub-stations, material storage facilities, construction areas, pay stations, and other various operations common to an electric utility organization.

Contractor shall perform the services as specified in this Scope of Work (Section 0500) such as conducting physical inspections and vehicle patrols, documenting and reporting activities and incidents, and maintaining facility logs as described. Retention of temporary employees is an important factor. Recruiting policies, benefits, pay rate and other incentives all play into the ability to retain a dependable personnel for Contractor to provide these services.

**1.2 Minimum Qualifications**

- 1.2.1 Contractor shall be properly licensed with the State of Texas at the time of the close of the Solicitation and throughout the term of the Contract, and comply with all provisions of Chapter 1702 Texas Occupational Code, as amended by the 84<sup>th</sup> Texas Legislature and Board Rules.
- 1.2.2 Contractor shall have continuously maintained a valid license with the State of Texas for the past five (5) years from the date of the close of the Solicitation.
- 1.2.3 Contractor shall have continuously provided security guard services for the past three (3) years from the date of close of the Solicitation.
- 1.2.4 Contractor shall be in good standing with no unresolved complaints, which may include resolved history of suspensions, fines, or other disciplinary action by the Texas Department of Public Safety-Texas Private Security Bureau and their agencies (Private Security Bureau Licensing and Private Security Bureau Investigation)
- 1.2.5 Contractor shall not have complaints, resulting in legal judgments or fines for the past three (3) years from the date of the Solicitation closing.

**2.0 CONTRACTOR OPERATION REQUIREMENTS**

- 2.1 Contractor is required to maintain a fully staffed office in a commercial facility, staffed for conducting business, and located within a fifty (50) mile radius of the State Capital. Contractor must be able to meet immediate response times required in this Section 0500, including but not limited to, providing replacement personnel.
- 2.2 Contractor's business office shall maintain regular 8:00 am to 5:00 pm business hours, and be staffed and available for walk-in business by members of the general public.
- 2.3 Contractor shall maintain telephone operator service, 24 hours per day, seven days per week, and 365 days per year, to facilitate routine daily operations.
- 2.4 Contractor shall have supervision available 24/7/365 with a thirty (30) minute phone response and a one (1) hour or less arrival response.

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- 2.5 In order to facilitate the working relationship necessary to the preparation, implementation, and ongoing supervision of the contract, Contractor office location shall be locally accessible to AE personnel.
- 2.6 Contractor shall provide home/pager/cellular numbers of a principal manager, to the AE Security Contract Manager/designee, to be notified in an event requiring management action.
- 2.7 Contractor's business location may not be located in or adjacent to the Contractor's residence.

**3.0 GENERAL REQUIREMENTS OF CONTRACTOR**

- 3.1 Contractor shall ensure its personnel are free of criminal convictions, have appropriate backgrounds and experience to perform work hereunder, and exercise diligence in protecting all persons and property within the boundaries of City of Austin (COA) and AE facilities.
- 3.2 Maintain discipline, uniform appearance, professional demeanor, integrity and attention to duty among its personnel.
- 3.3 Ensure its personnel adhere to and enforce AE policies and procedures.
- 3.4 Furnish trained and qualified personnel, both Field Security Officers and Corporate Security Officers (Refer to 5.0) in sufficient numbers to provide service as requested by AE Security Management Services. Security service shall be continuous regardless of weather, disaster, strikes, or threatened strikes and shall include part or in whole, but not be limited to, the following:
  - 3.4.1 Operation of the Physical Access Control System (PACS),
  - 3.4.2 Daily use of Guard1 Tour System,
  - 3.4.3 Site surveillance (either by foot or vehicle),
  - 3.4.4 Access control of persons and property including vehicles,
  - 3.4.5 Administering AE property security procedures,
  - 3.4.6 Identifying and reporting property violations,
  - 3.4.7 Assisting AE security personnel, employees and customers in emergency situations,
  - 3.4.8 Identification and removal of trespassers,
  - 3.4.9 Challenging persons involved in suspicious activity,
  - 3.4.10 Immediate response to security matters,
  - 3.4.11 Maintenance of daily facility personnel/visitor logs,
  - 3.4.12 Daily submittal of legible of logs and reports, or data entry of activity into computer based software,
  - 3.4.13 Maintaining guard post in a clean, neat, professional manner,
  - 3.4.14 Maintain alert and attentive while on duty,
  - 3.4.15 Ensuring security personnel do not engage in any activity or conduct which mitigates against fair and impartial enforcement of AE security policies and procedures.
- 3.5 Ensure immediate action is taken to prevent or minimize personal injury, losses, accidents, fires, property damage, safety hazards, and other security related incidents.
  - 3.5.1 In the event a theft or property damage occurs at a property staffed by Contractor personnel during hours of service, due to negligence or dereliction of duty, Contractor shall reimburse AE, at AE discretion, for the cost of the loss or damage to AE.
- 3.6 Inspect AE security equipment and devices, including, but not limited to; vehicles, radios, fences, walls, gates, lighting, and automated systems and supporting peripheral devices. In the event of irregularities, malfunction, or required maintenance, immediately notify AE Security Supervision, and subsequently submitting a written report.

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- 3.7 AE personnel shall provide safety, and utility specific training, designed to educate contract personnel of the requirements and risks of each property.
- 3.8 Contractor's personnel may be exposed to various weather conditions, construction hazards, and other dangers inherent in security work. Contractor shall ensure its security personnel are trained and equipped to lawfully and safely respond to such conditions, hazards, and dangers.
- 3.9 Ensure Security Officers at each assigned post shall not be scheduled for more than 10 hours per shift, and shall not work more than 12 hours in the event of an emergency. Scheduling, which exceeds these limits must be approved by a member of AE Security management. Contractor shall, unless otherwise agreed, maintain a 40 hour work week with at least two consecutive days off, for all full-time personnel assigned to AE properties.
- 3.10 Ensure Security Officers assigned to AE properties are physically & mentally fit to perform their prescribed duties and responsibilities.
- 3.11 Furnish AE Security with a detailed plan for assuming all services associated with this Contract no later than 15 days from award.
- 3.12 Adhere to company's Business Continuity Plan for resilience of services as submitted with Proposal.
- 3.13 Officers are required to call Security Operations Center for any irregularities per site facility orders (911 for emergencies).
- 3.14 While on duty, Security Officers work as an integral part of the overall Austin Energy Security work unit in the same manner as an AE employee. AE provides Security Officers direct instruction and feedback as needed to effect any required change in job performance. The Contractor is subsequently notified of such communication and requests.

**4.0 CONTRACTOR EMPLOYMENT REQUIREMENTS**

Contractor shall compensate all Security Officers associated with this Contract at the rates described in this Section 4.0. These rates are designed to provide, at a minimum, "living wage" and a competitive market rate, which shall enhance the Contractor's ability to recruit and retain qualified personnel in adequate numbers to provide continuous, full, and high quality service for the full period of this contract. The requirements of this section shall apply to all uniformed security personnel and supervisor(s) providing services for AE

- 4.1 Personnel Pay Rates shall be provided for each of the following categories of Officers:
  - 4.1.1 Uniformed Field Security Officers
  - 4.1.2 Corporate Security Officers
  - 4.1.3 Supervisor personnel (Account supervision)
- 4.2 Retention Program
  - 4.2.1 The City finds that experienced employees are more efficient, more accountable, clearly communicate when issues arise, and in a better position to deliver outstanding goods or services. Superior employee retention programs provide better value to the City for the reasons listed. Contractor's retention plan as submitted in their Proposal shall become part of this Contract.
  - 4.2.2 The Contractor shall not transfer or change assigned personnel at each location more than three (3) times annually, unless approved by AE.

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4.3 Uniforms:

- 4.3.1 Uniforms shall be provided to the employee at no cost with a minimum issue of five (5) sets for full-time employees and three (3) sets for part-time employees.
- 4.3.2 Uniforms for field Security Officers shall be standard in issue.
- 4.3.4 Contractor personnel Guards shall wear a visible picture ID with the employee and company names on the ID when working at any Austin Energy location.

4.4 Training:

- 4.4.1 Contractor shall, in conjunction with AE Security Supervision, design and develop a training program to include all information, procedures, safety, performance standards and other training as determined necessary by the AE Contractor shall be responsible for providing training to all Contractor employees, prior to assignment to AE locations (a list of AE locations is provided at Attachment A).
- 4.4.2 The training shall consist of a minimum of sixteen (16) hours of formal classroom training prior to property placement, and sixteen (16) hours of on-site training provided by the Contractor Supervision.
- 4.4.3 The Contractor shall provide copies of all training records/modules to AE Security Contract Manager/designee for review and evaluation prior to implementation.

**5.0 CONTRACTOR PERSONNEL REQUIREMENTS**

5.1 Contractor personnel shall meet the following minimum requirements:

- 5.1.1 Shall be at least 18 years of age or older
- 5.1.2 Shall be a resident of the State of Texas,
- 5.1.3 Shall have a background without a history or conviction of crimes involving crimes against persons, property or of moral turpitude,
- 5.1.4 Shall be free of any judgment of incompetence by a court for mental defect or illness,
- 5.1.5 Shall have a valid, licensed, vehicle driver (Texas Driver's License), without history of conviction(s) for D.W.L.S., D.U.I.D., D.W.I. or excessive moving violations, resulting in suspension of license.
- 5.1.6 Shall be able to read, write, speak and comprehend the English language to the extent of giving and understanding written orders, verbal instructions and being capable of composing written reports which convey complete and accurate information, and communicating effectively by telephone or two-way radio,
- 5.1.7 Shall be able to exercise good judgment in security and customer service situations,
- 5.1.8 Shall be a Texas Certified (Registered) Security Officer or in the process of obtaining this certification. Failure to obtain certification within three (3) months of start date with AE shall result in the individual's removal from the Contract.

5.2 Pre-screening Requirements:

Pre-employment background investigation shall be carefully conducted and documented by the Contractor to verify that each Security Officer, prior to assignment to AE properties, meets the qualifications set forth in this section and is in compliance with the Workforce Security Clause in the Supplemental Purchase Provisions (Section 0400, part 11). The background investigation is to obtain the following information:

- 5.2.1 Full name, aliases, and signature,
- 5.2.2 Current address and prior addresses over the previous five (5) years,
- 5.2.3 Citizenship,
- 5.2.4 Proof of age,
- 5.2.5 Felony and Misdemeanor conviction record,

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- 5.2.6 Driving record,
- 5.2.7 Military service information,
- 5.2.8 Previous five (5) years employment history and reason for terminations,
- 5.2.9 General physical description and identifying marks such as scars or tattoos,
- 5.2.10 Education and specialized training,
- 5.2.11 Character references,
- 5.2.12 Classifiable fingerprints,
- 5.2.13 Criminal charges and pending court action,
- 5.2.14 Recent photograph.

**6.0 DRUG TESTING**

A pre-assignment drug test shall be conducted for illegal drug presence and alcohol content. Only candidates with negative results shall be referred to Austin Energy. Testing shall be completed by a third party laboratory with the expense of the test incurred by the Contractor. The test shall include urinalysis and test negative for illegal substances such as, but not limited to, marijuana, heroin, cocaine, amphetamines, and depressants.

**7.0 REPORTING RELATIONSHIPS**

- 7.1 Contractor shall recruit, screen, and refer possible candidates for placement as uniformed security personnel on AE properties, at the request of the AE Security Contract Manager/Designee.
- 7.2 Security Officer Candidates shall be scheduled for a customer compatibility interview with an AE Security Contract Manager/Designee, and preferred candidate(s) shall be approved for placement at AE properties. Uniformed security personnel who have not been approved for placement shall not be assigned to AE properties.
- 7.3 Candidates tentatively approved for placement, shall present to the AE Security Contract Manager/Designee, an original certified copy of their fingerprint criminal history check and driving record, issued by the Texas Department of Public Safety, prior to the contract guard being approved to work at an AE properties.
- 7.4 All security guards shall be issued an AE identification badge once all requirements have been met prior to working on any AE properties. All security guards and Contract Supervisors shall wear their badge at all times without exception while performing under this contract.
- 7.5 Security guards that have completed all Contractor training designed for assignment to AE properties, shall receive site specific training, implemented by a member of AE Security's supervision.
- 7.6 Security guards and supervisors shall be trained by AE personnel on COA and AE policies, procedures and work unit goals and expectations on an ongoing basis.
- 7.7 Security guards shall work as an integral part of the overall AE Security work unit, performing as a team member, in the same manner as an AE employee.
- 7.8 Security guards shall be monitored and supervised by AE Security's supervision as well as Contract supervisors.
- 7.9 Contractors supervision shall perform site visits of a frequency to assure satisfactory performance and contract compliance.
- 7.10 AE Security's supervision shall provide Contractor's Security Officers with direct instruction and feedback, as needed, to affect any required change in job performance.

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- 7.11 Contractors supervision shall be subsequently notified of such communication and requests.
- 7.12 Contractor shall immediately remove any guard who is found to have committed a major violation as defined in 12.0.
- 7.13 Contractor shall replace such personnel with supervisory personnel, within 30 minutes of notification, until an approved replacement guard can be located.
- 7.14 Contractor shall replace any Security Officer determined by AE Security Contract Manager/Designee to be unsatisfactory for any other reason, within eight (8) hours of written request by AE
- 7.15 Contractor shall meet monthly or upon request, with AE Security Contract Manager/designee to review overall contract status, employee performance, documentation, etc.

**8.0 WORKING HOURS**

Contract usage shall vary during contract term to meet the changing needs of Austin Energy. Initial contract levels shall average between 1200 to 1500 hours per week. Service may be added or removed to meet operational needs.

- 8.1 Shifts shall vary to accommodate the operation of the facility and shall be property specific:
  - 8.1.1 Day Shift: Shall begin between 6:00am and 8:00am and end between 2:00pm and 4:00pm
  - 8.1.2 Swing Shift: Shall begin between 2:00pm and 6:00pm and end between 10:00pm and 12:00am.
  - 8.1.3 Night Shift: Shall begin between 10:00pm and 12:00am and end between 6:00am and 8:00am.
- 8.2 Changes in required coverage:
  - 8.2.1 AE may increase or decrease required coverage with twenty-four (24) hours' notice.
  - 8.2.2 AE may change, add, or drop properties with twenty-four (24) hours advance notice.
  - 8.2.3 AE may increase coverage for Emergency Response (outages, disasters, risk & threat mitigation) without notice. Personnel shall report to properties within two (2) hours of Contractor's notification. Contractor supervisory personnel shall be utilized until assignment is otherwise filled.
  - 8.2.4 AE may require overtime work without prior notice.
- 8.3 Failure to provide required personnel:

In the event the Contractor fails to provide personnel coverage at an assigned property, Contractor shall reimburse the COA, AE, for, but not limited to; salaries, benefits, transportation, fuel, supervision, administration and any other related overhead cost, associated with AE provided replacement personnel.

**9.0 EQUIPMENT, MATERIALS AND SUPPLIES**

Equipment, materials, and supplies furnished by the AE shall remain the property of the AE and shall not be used for any purpose other than in the performance of AE security functions. The Contractor shall reimburse Austin Energy for damage to equipment and property attributed to a Contractor employee's negligence or misuse thereof.

- 9.1 The Contractor shall maintain current records and provide an accounting of all equipment, material and supplies, if any, furnished by AE for the use of the Contractor.
- 9.2 AE shall furnish as AE determines to be necessary, all:

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- 9.2.1 Defined Security Post (Office, portable building, vehicle, etc.)
  - 9.2.2 Furniture for use by security personnel
  - 9.2.3 Electricity (where available)
  - 9.2.4 Toilets (portable units where required)
  - 9.2.5 Drinking water (where available)
  - 9.2.6 Use of copying machines (where required)
  - 9.2.7 Handheld Portable Network Radios (Valued at \$3,000 each)
- 9.3 Equipment supplied by the Contractor shall remain the property of the Contractor. Documents required by AE, furnished by Contractor, shall be considered the property of AE, purchased as a product of the Contractor's scope of work.
- 9.4 The Contractor shall furnish, without cost to the employee all items necessary for the performance of the work, including, but not limited to the following:
- 9.4.1 approved uniforms
  - 9.4.2 office supplies
  - 9.4.3 flashlights, spotlights
- 9.5 No Contractor personnel shall possess a weapon while on AE or City of Austin properties. Weapons are defined as, including, but not limited to any of the following:
- 9.5.1 any firearm, including air pistols, air rifles,
  - 9.5.2 any switchblade knife, with a blade longer than five and one-half inches in length,
  - 9.5.3 explosive materials,
  - 9.5.4 toxic agents, or any other weapon/device intended to be used as a tool of violence, (e.g., chains, brass knuckles, baseball bats, tire iron).
- 9.6 Safety Equipment:
- 9.6.1 Hard-hats, eye protection and ear plugs necessary to the assignment shall be provided by Austin Energy. Replacement hardhats shall be billed to the Contractor.
- 9.7 Mobile Telephones:
- 9.7.1 Mobile phones may be required at special and construction areas of service.
  - 9.7.2 Mobile phones and related accessories shall be provided by AE Security Contract Manager/designee.
  - 9.7.3 Mobile phone billing, maintenance, and related costs shall be assumed by AE Security.
  - 9.7.4 Acceptable use of mobile phones is strictly limited to communicating with AE Security for business use only.
  - 9.7.5 Personal use is not authorized.
  - 9.7.6 Abuse of mobile phones shall result in expulsion from AE Security Contract.

**10.0 DEDICATED PATROL VEHICLE (DPV) USE**

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- 10.1 At initiation of this Contract, the Contractor shall be required to provide four (4) dedicated patrol vehicles hereafter, referred to as DPVs for the purpose of dedicated on-site patrol services of Austin Energy property. Additional DPVs may be identified and required by Austin Energy. These may be leased or purchased at the discretion of Contractor during the term of this Contract and subsequent Contract extensions. This cost to the Contractor shall be billed as part of the overall overhead of the Contract.
- 10.2 The purchased/leased vehicles shall be new 6-cylinder regular cab pick-up trucks with automatic transmission with Contractor's company logo on both doors. The Contractor shall hold title and registration to all DPVs used for AE contracted properties. The Contractor is required to maintain insurance and liability for DPVs in accordance with the City of Austin Standard Terms & Conditions.
- 10.3 As contract vehicles are dedicated to specified properties and paid for by Austin Energy; vehicles shall remain on-site at all times unless otherwise officially approved by AE Security Contract Manager/designee for Austin Energy business use. As a general rule, vehicles shall only be used by the Contractor for patrol requirements of this contract and shall not be used by Austin Energy personnel.
- 10.4 Insurance, liability, normal maintenance, fuel and upkeep shall be billed as part of the overall overhead of the Contract. The Contractor shall maintain the vehicles per Manufacturer's recommended maintenance schedule.
- 10.5 Exterior appearance of all DPVs shall be maintained clean and may have only minimal paint blemishes and "dings." Substantial body damage on a DPV shall not be acceptable for use on AE properties. Damages exceeding minimal appearances must promptly be repaired at the Contractors expense. The Contractor shall be responsible for providing a substitute temporary company owned and signed patrol vehicle until repairs are completed. Personal owned vehicles (POV) are prohibited from being used in providing patrol services.
- 10.6 Any costs necessary to transport DPVs as a direct result of negligence by contract personnel shall be the responsibility of Contractor and paid directly to the service vendor at the time of required service.
- 10.7 All costs associated with this clause shall be billed as part of the total monthly bill
- 10.8 Vehicles shall be fueled and patrol ready at the beginning of each shift. Service and maintenance shall be scheduled during non-service periods.
- 10.9

**11.0 PERFORMANCE GOALS/STANDARDS**

- 11.1 AE desires consistency in Security Officer assignments to each property to achieve optimal service performance.
- 11.2 AE Security Contract Manager/Designee intentions are to assure and promote the following attributes for a quality service:
  - 11.2.1 Efficient and useful operation of Austin Energy's access & surveillance systems,
  - 11.2.2 Familiarity of the property,
  - 11.2.3 Recognition and identification of property employees,
  - 11.2.4 Adherence to AE Security attendance and timeliness standards, thereby, establishing a positive working relationship with customers and security staff members.

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11.3 Absenteeism:

Property assigned Security Officers should not experience an excessive unscheduled absence which compromises AE Security quality of service requirements defined in Section 8.0.

11.4 Replacement personnel:

Contractor shall replace absent personnel with approved staffing, assuring such Security Officers are adequately trained to fulfill the service requirements of the property. Contract supervisors shall meet replacement personnel and conduct initial on-site training.

11.5 Tardiness:

Security Officers who are not in full uniform, equipped and prepared to begin duty within five (5) minutes after scheduled reporting time are classified as tardy. More than one instance of tardiness per individual Contract employee, per 60 day period, shall be considered unacceptable and subject the individual to removal from the contract.

**12.0 CONTRACT TERMINATION**

12.1 AE may terminate the Contract without notice, in the event of major performance deviations by employees, to include:

- 12.1.1 sleeping on duty,
- 12.1.2 reporting under the influence of alcohol or illegal use of inhalants or controlled substances,
- 12.1.3 use or possession of alcohol or substances while on duty or in the workplace,
- 12.1.4 possession of a weapon on City property (as defined in 6.5.1),
- 12.1.5 theft, willful damage and/or unauthorized use of City property,
- 12.1.6 participation in any illegal activity,
- 12.1.7 falsification of documentation,
- 12.1.8 insubordination,
- 12.1.9 failure to comply with property specific facility orders,
- 12.1.10 misuse or abuse of any City of Austin/Austin Energy equipment or resources

12.2 Contract may be terminated without notice in the event the Contractor:

- 12.2.1 fails to provide full coverage as scheduled,
- 12.2.2 placement of unauthorized/unapproved personnel on properties.

**13.0 SCHEDULE OF HOURS**

The following is a list of expected hours of service per week based on service levels as of January 2015. The actual service hours required may be substantially more or less than estimated below based on AE Operation and Project needs and also the Department of Homeland Security or the Electricity Sector Threat Alert Levels.

- 13.1 Field Security Officers: 1300 hours/week
- 13.2 Corporate Security Officers: 400 hours/week
- 13.3 Supervision: 40 hours/week

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**1. PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- C. **Price Proposal**: Complete Pricing Sheet.
  - i. Proposal must provide hourly rate, markup and bill rate for Uniformed Field Security Officers, Corporate Security Officers, and Supervisor. Total price will be evaluated under Price Proposal. Pay rates will be evaluated separately under Section G, Retention Plan.
  - ii. Price must factor in cost of all equipment to support the Contract as outlined in the Scope of Work (Section 0500, parts 9 and 10). This includes the all-inclusive cost of acquiring or leasing four (4) DPV's as described in Section 10 of the 0500. Annual mileage in support of this contract is estimated to be 25,000 miles per year.
- D. **Solution to Accomplish Work**: Define in detail your understanding of the requirement presented in the Scope of Work (Section 0500) of this request for proposal and your system solution. Provide all details as required in the Scope of Work (Section 0500) and any additional information you deem necessary to evaluate your proposal. Describe your plan for accomplishing the required work.
  - i. Provide a description and photographs of Field Security Officer and Corporate Security Officer uniforms.
  - ii. Provide Company Personnel and Guideline Book/Package.
  - iii. Provide detail copies of training module developed in support of Section 4.4 of the 0500.
  - iv. Provide detailed plan for certification of Texas Security Officers.
  - v. Provide descriptions, photographs and details on four Dedicated Patrol Vehicles (Section 10.0 of the 0500) that will be provided in support of this contract and how maintenance will be done in support of these vehicles.
  - vi. Provide proof of a fully staffed office in a commercial facility within a fifty (50) mile radius of the State Capital of Texas.
- E. **Demonstrated Applicable Experience & Qualifications**: Describe your experience related to performing the work specified in this Solicitation. Include names, qualifications and resumes of all professional personnel who will be assigned to this Contract.
  - i. Provide list of three (3) references from current customers receiving similar services. The scope of services should be comparable in man-hours, and involve multiple properties at consecutive levels of service. Local references in the Austin Area (within a 75 mile radius around the Capital) are preferred.

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- ii. Provide a list of three (3) references from past customers who received similar services within the last three years. Local references are preferred.
- iii. Provide current Security Officer Staff levels (number of Security Officers) in the Austin Area.
- iv. Provide proof of having continuously provided guard services in the Austin area for the past three (3) years.
- v. Provide proof of having continuously maintained a valid license with the State of Texas for the past five (5) years from the date of the close of the Solicitation.
- vi. Has there been any complaints, judgments or fines filed with your company in the past three (3) years? Provide details.
- vii. Provide any other support of your company meeting the operational requirements as outlined in the Scope of Work (Section 0500).

G. **Recruiting and Retention Plan:** Provide Guard retention plan that addresses such areas as training, compensation, leave time, insurance, award/recognition programs and other benefits. Examples of benefits that support employee retention might include:

- i. Pay rate: Pay rate shall be the Living Wage in the Supplemental Purchase Provisions (Section 0400, part 8) at a minimum.
- ii. Benefits: Health insurance provided and cost incurred by the employee. Vacation time and sick leave provided.
- iii. Incentives: Proposals for incentives (bonus, longevity incentives).
- iv. Training: Training and educational opportunities provided to employees.

H. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

I. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

The terms and conditions stated in this RFP shall constitute the terms and conditions of the final contract with the successful Proposer after award. If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer's Contract or Legal staff have reviewed and proposed all such terms in the Proposer's exceptions. Proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin's terms and conditions. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall constitute acceptance by the Proposer of the Solicitation as proposed by the City.

The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the Initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) may be rejected at the sole discretion of the City.

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J. **Bond** Proposer shall include a Proposal Bond per the Supplemental Purchase Provisions (Section 0400, part 4)

**2. ADDITIONAL PROPOSAL TERMS**

- A. **Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- B. **Proposal Acceptance Period**: All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- C. **Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- D. **Proposal Preparation Costs**: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

**3. EVALUATION FACTORS AND AWARD**

- A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- B. **Evaluation Factors**:
- i. 100 points.
    - a. Solution to Accomplish Work (reference 1D) – 20 points
    - b. Demonstrated Applicable Experience & Qualifications (reference 1E) –25 points

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- c. Price Proposal (reference 1C) – 25 points
- d. Retention Plan (reference 1G) -- 20 points
- e. Local Business Presence (reference 2A) – 10 points

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a "short list" of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost after submission. - 25 points

**CITY OF AUSTIN  
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ATTACHMENT A – CURRENT AUSTIN ENERGY SECURITY LOCATIONS  
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**ATTACHMENT A—CURRENT AUSTIN ENERGY SECURITY LOCATIONS**

Decker Power Plant 8003 Decker Lane Austin, Texas 78724	Kramer E 2526 Kramer Lane Austin, Texas 78758
Rosewood Zaragoza Payments Center 2800 Webberville, Rd. Austin, Texas 78702	Sand Hill Energy Center 13005 Fallwell Lane Del Valle, Texas 78617
Utility Customer Service Center 8716 Research Blvd Austin, Texas 78758	St. Elmo Service Center 4411B Meinardus Dr. Austin, Texas 78744
System Control Center 2500 Montopolis Dr. Austin, Texas 78741	Town Lake Center 721 Barton Springs Road Austin, Texas 78704
Old Holly Power Plant Site 2526 Kramer Lane Austin, Texas 78704	Kramer Lane Service Center 2401 Holly St. Austin, Texas 78758

**CITY OF AUSTIN D/B/A AUSTIN ENERGY  
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**PRICE PROPOSAL SHEET**

The City of Austin d/b/a Austin Energy currently has 45 temporary employees in the role of Security Officers. The individual Pay Rates for existing personnel are shown as "Hourly Pay Rate". The "Employees" column shows the number of employees "currently" in the corresponding pay rate. For purposes of evaluation, all calculations on this Rate Sheet will be based on the current staffing level. The annual hours calculation is based on 2,080 hours per employee. The Billing Markup should include all administrative expenses, equipment (except Dedicated Patrol Vehicles) and uniforms. Section 2 ask for pass-through costs of equipment required is itemized in Sections 11 of Section 0500 and includes four (4) Dedicated Patrol Vehicles and associated maintenance and insurance costs.

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term.

**Section 1.0 - Regular-Time Rate Structure - EXISTING Contract Personnel**

Respondents are required to provide a Billing Markup Percentage for the following rate categories:

ITEM	DESCRIPTION	Employees	Hourly Pay Rate	Annual Hours	Billing Markup %	Hourly Billing Rate	Annual Cost
1.1	Regular Rate Uniformed Field Security Officer	33		68,640			
1.2	Regular Rate Corporate Security Officer	10		20,800			
1.3	Regular Rate Supervisor	1		2,080			
1.4	Regular Rate Contract Manager	1		1,040			

**TOTAL SECTION 1.0 - TOTAL ANNUAL EMPLOYEE COST: \$ -**

**Section 2.0 -**

Respondents are required to provide estimated pass through costs for Dedicated Patrol Vehicles.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
2.1	Cost for All Four (4) Vehicles	4	EA/MO		

**TOTAL SECTION 2.0 - TOTAL ANNUAL DEDICATED PATROL VEHICLE COST:**