



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

**SOLICITATION NO:** PAX0123

**COMMODITY/SERVICE DESCRIPTION:** SECURITY GUARD SERVICES

**DATE ISSUED:** 02/09/2015

**REQUISITION NO.:** 15010700125

**PRE-PROPOSAL CONFERENCE TIME AND DATE:**  
02/19/2015, 2:00 PM, LOCAL TIME

**LOCATION:** 15 WALLER STREET 3RF CONFERENCE ROOM

**COMMODITY CODE:** 96480  
**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:**

**PROPOSAL DUE PRIOR TO:** 03/31/2015, 2:00 PM, LOCAL TIME

Sai Xoomsai Purcell  
Senior Buyer Specialist

**PROPOSAL CLOSING TIME AND DATE:** 03/31/2015, 2:00 PM, LOCAL TIME

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

**Phone:** (512) 972-4016

**E-Mail:** sai.xoomsai@austintexas.gov

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

<b>P.O. Address for US Mail</b>	<b>Street Address for Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.**

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

**SUBMIT 1 ORIGINAL AND 9 ELECTRONIC COPY OF YOUR RESPONSE**

The electronic version must be on flash drive in PDF format.

**\*\*\*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	10
0500	SCOPE OF WORK	15
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	9
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
Attachment A	Price Proposal Form	3
Attachment B	Location List	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.**

**I agree to abide by the City’s MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to 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 and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:**

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

**If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.**

**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. 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, SECTION 0900 OF THE SOLICITATION.*

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

**OFFEROR:**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**Section 0700: Reference Sheet**

Please include the following information if required in the 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 \$11.39 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 \$11.39 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 \$11.039per 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: \_\_\_\_\_

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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 by email to [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov) no later than ten business days close of business before the due date of the proposal

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.
    - (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

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- (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. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three additional 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 solicit 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 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **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 for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **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	Building Services Department
Attn:	Accounts Payable

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Address	P. O. Box 1088
City, State Zip Code	Austin, TX 78767
Department	Watershed Protection
Attn:	Donna-Lee Bliss
Address	505 Barton Springs Rd., #1200
City, State Zip Code	Austin, TX 78704
Department	Austin Public Library
Attn:	Financial Manager
Address	P.O. Box 2287
City, State Zip Code	Austin, TX 78768-2287
Department	Municipal Court and Downtown Community Court
Attn:	Accounting
Address	700 E. 7 <sup>th</sup> Street
City, State Zip Code	Austin, TX 78701
Department	Austin Resource Recovery (ARR)
Attn:	ARR Accounts Payable
Email Address	<a href="mailto:ARR.AP@austintexas.gov">ARR.AP@austintexas.gov</a>
Department	Austin/Travis County Health and Human Services
Attn:	Accounting Services
Address	P. O. Box 1088
City, State Zip Code	Austin, TX 78767
Department	Aviation Department
Attn:	Accounts Payable, Ste. 411
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, TX 78719

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Department	Austin Convention Center Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State Zip Code	Austin, Texas 78767

- 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.
- C. The Contractor shall provide the DCM(s) a monthly invoice within 15 business days of the end of the month for the hours worked the previous month. The invoice shall include copies of timesheets stating:
- a. Name of Guard(s);
  - b. Position worked or employee title;
  - c. Total number of hours worked (to include start time and end time);
  - d. Billing rate per hour;
  - e. Location of facility/event worked;
  - f. Guard's signature.
- D. For invoicing, all work hours shall be rounded up or down to the nearest 15 minute increment.  
Example:
- a. 8 hours 07 minutes shall be billed as 8.00;
  - b. 8 hours 22 minutes shall be billed as 8.25;
  - c. 8 hours 37 minutes shall be billed as 8.50;
  - d. 8 hours 43 minutes shall be billed as 8.75.
- E. The Contractor may charge the non-regular hourly rate if the City provides less than 72 hours' notice. The non-regular hourly rate may be charged until the notice provided equals 72 hours. Once the 72 hour threshold has been crossed the rate for the guard shall revert to the regular hour rate.

**6. LIVING WAGES (applicable to procurements involving the use of labor):**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 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 \$11.39 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

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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 [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.

**7. 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>

**ITEMS 8 AND 9 BELOW COVER WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION THAT MAY required by VARIOUS DEPARTMENTS**

**8. 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).

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

- A. Access to the City Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. 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) days of the receipt of notification of denial.

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- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 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 twenty percent (20%) 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 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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

Weight % or \$ of Base Price: 100	
Database Name: Employment Cost Index	
Series ID: CIU201S000300000I (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations, Index	
This Index shall apply to the following items of the Cost Proposal: All	

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
Multiplied by the Base Rate
Equals the Adjusted Price

**Adjustment of a Portion of the Base Price:** A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

**Composite Indexes:** Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

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.

11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

agencies that have an interlocal agreement with the City.

- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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

Department : Building Services Department

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Name: David Lothery

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Email: [David.Lothery@austintexas.gov](mailto:David.Lothery@austintexas.gov)

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Phone: 512-974-9074

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Department : Watershed Protection Department

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Name: Donna-Lee Bliss

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Email: [donna-lee.bliss@austintexas.gov](mailto:donna-lee.bliss@austintexas.gov)

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Phone: 512-974-2530

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Department : Austin Public Library

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Name: Marti Cascio

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Email: [Marti.Cascio@austintexas.gov](mailto:Marti.Cascio@austintexas.gov)

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Phone: 512-974-7456

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Department : Municipal Court and Downtown Community Court

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Name: David Coleman

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Email: [david.coleman@austintexas.gov](mailto:david.coleman@austintexas.gov)

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Phone: 512 974-4617

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Department : Austin Resource Recovery

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Name: Jonathan Mays

---

Email: [jonathan.mays@austintexas.gov](mailto:jonathan.mays@austintexas.gov)

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Phone: (512) 974-3050

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Department : Austin/Travis County Health and Human Services

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Name: Michael Maddux

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**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

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Email: michael.maddux@austintexas.gov

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Phone: 512-972-5846

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Department : Aviation Department

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Name: Denise Hatch

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Email: denise.hatch@austintexas.gov

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Phone: 512-530-2685

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Department : Convention Center Department

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Name: Al Eells

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Email: [Al.Eells@austintexas.gov](mailto:Al.Eells@austintexas.gov)

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Phone: 512-404-4125

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Department : Convention Center Department

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Name: Hays Thompson

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Email: [Hays.Thompson@austintexas.gov](mailto:Hays.Thompson@austintexas.gov)

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Phone: 512-404-4262

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\*Note: The above listed Contract Manager is 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.

**Scope of Work  
Solicitation No. PAX0123  
Security Guard Services**

**1.0 Purpose**

The City of Austin (City) seeks proposals from interested parties to provide security guard services for various City departments. This contract shall consist of, but will not be limited to, unarmed security guards, crowd and event management guards, and unarmed guard patrol services. The successful vendor (Contractor) shall provide security services in accordance with the scope of work contained in this document.

For price comparison purposes, Attachment A provides estimated work hours for each department or work site participating in this contract. This does not guarantee the Contractor any fixed number of hours of service.

The usage of this contract will vary as the needs of the City changes. Initial staffing schedule and staffing requirements are a good-faith estimate only. Shifts will vary to accommodate the operation of the facilities as needed. Services may be added or removed to meet operational needs. Other City departments, locations, events, and facilities may be staffed on an as-needed or permanent basis.

**2.0 Background**

**2.1 *About the City of Austin***

Austin, Texas, is the 11th largest city in the country with continued projected record-breaking growth into the next decade. Topping numerous "Best" lists for business, entertainment, cost of living and quality of life, Austin continues to lead the country with its vision of being the "Most Livable City in the Country." Host to events such as SXSW and Formula 1 and home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems, Austin has gained worldwide attention as a hub for education, business, health, and sustainability.

**3.0 Definitions**

- 3.1 Guard – a Contractor employee who at a minimum is current and has completed Level II Private Security Bureau - Texas Department of Public Safety certification <https://www.txdps.state.tx.us/RSD/PSB/Testingindex.htm>. Guards are Contractor employee whose duties include protection of City property and personnel, deterrence of illegal or inappropriate behavior and reporting of any incidents to DCM
- 3.2 DCM – Departmental Contract Manager or Designee
- 3.3 SPOC – Contractor Single Point of Contact
- 3.4 Regular Hours (Standard Bill Rate) - Services which have been scheduled at least three (3) calendar days prior to the start date and which may be provided at any hour of any day. Additionally, the City may require guard personnel to be held-over for up to two (2) hours after any shift without penalty and at regular hour rates.
- 3.5 Non-Regular Hours – Services which have been scheduled less than three (3) calendar days prior to the start date; shifts that extend more than two hours beyond the scheduled shift end-time; Emergency Work Service; or Overtime.
- 3.6 Emergency Work Service – Services requested due to unforeseen circumstances that require Guards to provide additional services with a minimal notice by the City to the Contractor.
- 3.7 Overtime – Time worked beyond one's scheduled working hours. The Overtime rate shall be based off the guard's scheduled work at individual departments and not combined

**Scope of Work**  
**Solicitation No. PAX0123**  
**Security Guard Services**

departments. For example, Austin Convention Center Department (ACCD) will pay the Overtime rate if ACCD requested the guard to work exceeding his/her ACCD scheduled weekly working hours. ACCD will not be responsible for guard Overtime hours due to guard total shift assignments by the Contractor. Lack of staff provided by the Contractor does not constitute a higher rate being paid by the City

- 3.8 Daily Officer's Report (DOR) – A Contractor form used to detail a Guard's activities during his/her shifts, including noting time of patrol rounds, observations made (for example, lighting that needs to be replaced, presence of safety hazards, notations of persons observed, etc.) DORs shall be submitted to the Guard's supervisor and may be requested by the City at any time (both written and electronic formats are acceptable).
- 3.9 Incident Reports (IR) - A Contractor form that is filled out in order to record details of an unusual event that occurs during a Guard's shift (such as suspicious activity around parked cars, triggering of a fire alarm, etc.), intended to capture the details of the occurrence. IRs shall be submitted to the Guard's supervisor and may be requested by the City at any time (both written and electronic formats are acceptable).
- 3.10 Event Service - Staffing posted positions related to events in the venue and service areas, primarily for securing facility entries, exits, and other access points and guarding other areas such as registration, meeting rooms, and event halls.
- 3.11 Patrol Service – Regular rounds made by a Guard for purposes of inspection, monitoring or observation; may be on foot or in a vehicle.
- 3.12 Supervisor/Lead Security Guard – A Guard with a minimum of five (5) years of experience in security service in a similar environment.

**4.0 Current Security Guard Services Program**

Item 4.0 describes the current, minimum standards for the Security Guard Program as presently deployed by the City. The City is interested in identifying and implementing enhancements to its program. The City is therefore open to receiving proposals which provide a Security Guard Program similar to the current program, but with proposed enhancements and best-practices.

**4.1 Services**

- 4.1.1 Guard service locations include corporate offices, service yards, shipping docks, material storage facilities, construction sites, public safety facilities, events, and other locations and activities related to municipal government.
- 4.1.2 The Contractor provides all required labor, materials, and equipment necessary to meet the terms of the contract.
- 4.1.3 Guards contact Public Safety branches including Austin Police Department (APD) and/or Emergency Medical Services, and Austin Fire Department as soon as possible through 311 (non-emergency) or 911 (emergency) when responding to misdemeanor and/or felony situations, Guards are there to observe and recap event on the IRs provided to the DCM at the end of shift.
- 4.1.4 While on duties, Guards work as an integral part of the overall City security work unit in the same manner as a City employee. The City provides Guards direct instruction and feedback as needed to effect any required change in job performance. The Contractor is subsequently notified of such communication and requests.

**Scope of Work**  
**Solicitation No. PAX0123**  
**Security Guard Services**

**4.2 Employment Screening, Minimum Qualifications, and Documentation for Guard Personnel**

- 4.2.1 The Contractor maintains guard recruitment and training documentation. Required documentation includes, but is not limited to:
  - 4.2.1.1 Interview and selection process;
  - 4.2.1.2 Proof that all guards have, at a minimum, the equivalent of a high school education and are at least 21 years of age;
  - 4.2.1.3 Proof of Level II current certification by the Private Security Bureau – Texas Department of Public Safety;
  - 4.2.1.4 Employment history including the last three (3) employers and reason(s) for leaving and a minimum of three (3) personal references and document of Contractor verification;
  - 4.2.1.5 Other related Training completed dates and copies of certifications.
- 4.2.2 The Contractor provides the DCM detailed recruitment documentation within 24 hours of request.
- 4.2.3 The Contractor conducts face-to-face interviews to determine that the applicant's qualifications match City's requirements as outlined in this Scope of Work.
- 4.2.4 Guards assigned to City sites are able to:
  - 4.2.4.1 Hear and conduct normal conversations within a 10-15 feet distance;
  - 4.2.4.2 Visually see no less than 20/20 vision with or without prescription lenses; read a license plate at a minimum distance of 25 feet; and be able to distinguish colors (red, blue, yellow, white, green, etc.);
  - 4.2.4.3 Physically perform guard duties as described under this Scope of Work; lift a 25 lb. fire extinguisher; lift and carry a small child; assist in the lifting of handicapped persons during a building evacuation; and climb at least of five (5) flights of stairs in two (2) minutes or less;
  - 4.2.4.4 Be mentally capable of performing required duties and conduct and be free of any judgment of incompetence by a court for mental defect or illness;
  - 4.2.4.5 Conduct themselves in a professional manner at all times while on duty;
  - 4.2.4.6 Read, speak and write intelligible reports in English.

**4.3 Service Schedule and Response Time**

- 4.3.1 Guard services are available 24 hours per day, seven days per week, including Contractor and City holidays.
- 4.3.2 Guards do not work for more than 12 hours in a 24-hour period. This includes any scheduled work hours during the 24-hour period that are in conjunction with different City departments.
- 4.3.3 Guards do not leave the post unless the guard is performing the final shift of the day (no relief or replacement guard/guard supervisor will be arriving) or has been relieved by a replacement guard, or guard supervisor.
- 4.3.4 Unless assigned to a specific post by the DCM, Guards do not stay in one spot or inside vehicles. Guards patrol the facilities at least every four (4) hour per 24 hours period.
- 4.3.5 *Emergency Work Service:*

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- 4.3.5.1 The City requires emergency work without prior notice to the Contractor.
- 4.3.5.2 Emergency Work does not include a Guard held over beyond the original schedule due to another Guard being late or not reporting for a shift.

**4.4 Standard Guard Duties and Contractor Expectations**

- 4.4.1 Guard services are required regardless of weather, disaster, strikes, or threatened strikes.
- 4.4.2 Guard duties include, but are not limited to:
  - 4.4.2.1 Site surveillance including interior and exterior (either by foot or patrol vehicle);
  - 4.4.2.2 Performing random checks of parking lots, vehicles, storage lots and out buildings along with the exterior fence, lighting, doors and windows and including the patrol of HVAC and other mechanical work area;
  - 4.4.2.3 Documenting found property via DOR and submitting found property to the security supervisor responding to and assisting City staff in emergency incidents;
  - 4.4.2.4 Observing and reporting weapon possessions, angry or hostile behaviors, and trespasser persons to DCM, calling 911 or APD if the situation warrants;
  - 4.4.2.5 Escorting employees or patrons to their vehicles;
  - 4.4.2.6 Reporting suspicious vehicles that enter City property by documenting in IR and reporting license plate numbers to the Building Services Department security manager or supervisor;
  - 4.4.2.7 Notifying the security supervisor or manager of persons observed removing property from the City site/facility (APD may be notified first if appropriate);
  - 4.4.2.8 Questioning persons involved in suspicious activity (individual behaving inappropriately or appearing to act in a stealthy or secretive manner);
  - 4.4.2.9 Maintaining accurate IRs and DORs;
  - 4.4.2.10 Maintaining the Guard post in a clean, neat, professional manner (papers and equipment in order, post free of dirt and clutter);
  - 4.4.2.11 Being alert and attentive to assigned duties and greeting employees and visitors courteously;
  - 4.4.2.12 Operating a Closed-Circuit Television and Access Control System; and/or
  - 4.4.2.13 Controlling access to facilities by persons or vehicles.
- 4.4.3 Guards are not to engage in any activity or conduct that would mitigate fair and impartial enforcement of policies and procedures (i.e. Guards enforce policies without favoritism and without discriminating on the basis of race, creed, religion, or national origin).
- 4.4.4 Weapons on any Contractor personnel are not allowed while on City property. Weapons are defined as including, but not limited to, any of the following:
  - 4.4.4.1 Firearms, including air pistols or air rifles;
  - 4.4.4.2 Switchblade knives, or knives with blades longer than five and one-half (5 ½) inches in length;
  - 4.4.4.3 Explosive materials;
  - 4.4.4.4 Toxic agents or any other weapon/device intended to be used as a tool of violence (i.e. chains, brass knuckles, baseball bats, tire irons); and/or
  - 4.4.4.5 Tasers or stun gun type devices.

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**Security Guard Services**

- 4.4.5 Under the sole judgment of the City, a guard is deemed unacceptable for duty under this contract if he or she:
- 4.4.5.1 Is under the influence of drugs, inhalants, or alcohol while assigned to a City site;
  - 4.4.5.2 Is under the influence of medication and deemed by the City to be unable to perform his/her duties;
  - 4.4.5.3 Display behaviors that may create unsafe or uncomfortable working conditions for City employees or patrons including, but not limited to, the following:
    - a. Insults, harassments and rudeness to City employees or patrons;
    - b. Sleeping on duty;
    - c. Post abandonment (away from post without authorization/replacement by an authorized person) and/or dereliction of duty (significant failure to perform prescribed job);
    - d. Theft, willful damage, or unauthorized use of City property;
    - e. Participation in illegal activities;
    - f. Falsification of documentation;
    - g. Insubordination (willful failure to follow supervisor's or DCM's lawful directions);
    - h. Loss of required state licensure;
    - i. Conviction of a crime, i.e. felony, DWI (refer to Texas Occupations Code Chapter 1702);
    - j. Receipt of three (3) complaints (verified by the DCM and/or the Contractor and are deemed valid) in a 12-month period; and/or
    - k. Carrying a weapon
- 4.4.6 If a DCM determines that a Guard has failed to perform duties in accordance with the prescribed standards, instructions, and terms specified in the contract, the Contractor rectifies the problem within two (2) hours from the notification time. If a replacement guard is needed, the Contractor provides the replacement guard within one-half (1/2) hour from the notification time. The Contractor is responsible for any and all employee discipline or termination.
- 4.4.7 The DCM has the final approval on work performed. If work is not acceptable, the Contractor submits to the DCM a corrective action plan within 15-calendar days of written notice by the City. Corrective action plans include a time frame to correct each issue. Unacceptable behavior by any guard is the basis for a performance review meeting and corrective actions plan between the Contractor and the DCM.
- 4.4.8 As determined by the DCM, the Contractor is responsible for any theft or property damage occurring at any facility staffed by a Guard during hours of service due to negligence or dereliction of duty. The Contractor reimburses the City, at the City's discretion, for the actual cost of the loss or damage to City property or facilities.

**4.5 Uniform Requirements**

- 4.5.1 The Contractor provides uniforms for all Guards. Style, color, and dress code standards are approved by each DCM for each departments and event types used. Uniform requirements may include the law enforcement style, golf shirt style, or the soft-look blazer style depending on location and position requirements. Weather conditions are considered in uniform selection and are at the discretion of the DCM.
- 4.5.2 Guards wear a visible picture ID with the employee and company names on the ID when working at any City location.

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- 4.5.3 The City does not accept Guards for duty who are improperly attired. Improper attire includes, but is not limited to the wearing of an article of clothing that is not a recognized portion of the uniform issued by the Contractor. Guard uniforms are cleaned and properly fitted to maintain professional appearance
- 4.5.4 Acceptable accessories are flashlights, flashlight holders, multifunction tools, and other equipment necessary to perform job functions and deemed acceptable by the DCM.
- 4.5.5 Personal clothing and jewelry items are not worn unless approved in writing by the DCM.

**4.6 City Provided Materials, Facilities, and Contractor Obligations**

- 4.6.1 Equipment, materials, and supplies furnished by the City remain the property of the City and are not used for any purpose other than in the performance of security functions for the City.

**4.7 Equipment**

- 4.7.1 Documents required by the City and furnished by the Contractor are considered the property of the City and therefore subject to open records requests
- 4.7.2 The Contractor returns any City-supplied equipment to the DCM or designated representative at the end of a shift.
- 4.7.3 The Contractor provides at minimum one (1) cell phone for use at each City site it services. All costs related to cell phone use including any replacement units are the sole responsibility of the Contractor.
- 4.7.4 The Contractor provides, on an as needed basis, electric golf carts with and without flatbed equipped with a yellow safety caution light, windshield, weather enclosure, strobe light, and headlights for patrolling City facilities. The Contractor is fully responsible for maintenance and repair of electric golf cart at no costs to the City.
- 4.7.5 Patrol vehicles used for this contract are owned by the Contractor. The related operating cost for the patrol vehicles are the sole responsibility of the Contractor.

**4.8 Automated Check-In/Check-Out System**

- 4.8.1 The Contractor uses an automated check-in and check-out system for Guards in addition to a physical sign-in sheet. At a minimum, the current system is able to provide automated check-in of Guards at the start of a shift and check-out of Guards at the end of a shift.

**4.9 Reporting**

- 4.9.1 At least one (1) Guard per shift completes a DOR that includes hourly entries documenting the property location, time, what was observed, and who was observed. The DOR report includes, but is not limited to the following: doors found unlocked; lost and found items; holes in the fence, lights out on the property or exterior doors broken; building system failures (i.e., power outages, elevators down etc.).

- 4.9.2 Current sample IR reports include:

- 4.9.2.1 First and last name of the Guard preparing the report;

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Security Guard Services**

- 4.9.2.2 Date and time of the incident using military time;
- 4.9.2.3 Type of incident, i.e., injury to a visitor or City employee, property damage, assault, fire and security alarm activation, vandalism, medical, criminal trespass notices;
- 4.9.2.4 Specific details of the incident;
- 4.9.2.5 Location of the incident, i.e., west side of City Hall Plaza near intersection of Guadalupe and Cesar Chavez, etc.;
- 4.9.2.6 List of public safety respondents;
- 4.9.2.7 List of the people involved in the incident including witnesses.

**4.10 Training Requirements**

- 4.10.1 The Contractor's training program includes training manuals, employee handouts, training outlines and schedules, evaluations and inspections, personnel policies and procedures.
- 4.10.2 Guards are trained to deal with public disturbances, disorderly or disruptive conduct, and difficult confrontations in a professional manner.
- 4.10.3 Guards are trained as badge checkers and room monitors with an emphasis on quality service and customer relations.

**4.11 Austin Convention Center Department (ACCD)**

ACCD is an enterprise Department within the City of Austin. The Department maintains and operates the Austin Convention Center, Palmer Events Center, the African-American Cultural and Heritage Facility, and three parking garages. The Department offers a variety of facilities and services to clients, with a mission to provide exemplary customer service. For more information about our department, visit our website at: [www.austinconventioncenter.com](http://www.austinconventioncenter.com)

AUSTIN COVENTION CENTER (ACC)  
500 East Cesar Chavez Street (1st street)  
Austin, Texas 78701

PALMER EVENTS CENTER (PEC)  
900 Barton Springs Road  
Austin, Texas 78704

THE AFRICAN AMERICAN CULTURAL AND HERITAGE FACILITY (AACHF)  
912 East 11th Street  
Austin, Texas 78702

PARKING GARAGES (3 LOCATIONS)  
Brazos Street Parking Garage (also referred to as the 2<sup>nd</sup> Street Parking Garage)  
201 East 2nd Street  
Austin, Texas 78701

5<sup>th</sup> Street Parking Garage  
601 East 5th Street  
Austin, Texas 78701

PEC Garage Parking (adjacent to PEC)  
900 Barton Springs Road  
Austin, Texas 78704

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4.11.1 General Security Guard Services for ACCD:

- 4.11.1.1 ACCD's usage is dependent upon the demand for services at each location and event, which cannot be precisely predicted.
- 4.11.1.2 ACCD utilizes IR and DOR reports, although on occasion may need to change or add Contractor's reporting requirements to maintain consistency with ACCD policies and business needs.
- 4.11.1.3 ACCD may provide radios for guards. However, some events require that all ACCD-owned radios and phones are deployed to ACCD staff only. In those instances, the Contractor is required to provide radios and/or phones for its staff.
- 4.11.1.4 When guards contact 311 (non-emergency) or 911 (emergency), the guard immediately notify ACCD security.
- 4.11.1.5 ACCD reserves the right, at no additional cost or penalty, to immediately dismiss/release a security guard who is not providing services as prescribed by the written contract. This may be done with or without prior notification to the Contractor's SPOC. However, ACCD notifies the Contractor's SPOC within 24 hours of the dismissal.
  - 4.11.1.5.1 ACCD may refuse a security guard who has been previously dismissed from ACCD. Contractor should provide a replacement guard within one-half (1/2) hour from the notification. There is no penalty or additional cost incurred by ACCD.

4.11.2 Guard Services Specific to ACCD Security Division:

- 4.11.2.1 Based on historical usage, and forecasted future use, it is estimated 3,000 hours annually, is needed for Guard Services to supplement ACCD Security. This number of estimated hours is for services provided at ACC, PEC and on occasion AACHF.
- 4.11.2.2 Guards will check-in 30-minutes prior to the scheduled shift to receive on-site instructions. Instructions are given by ACCD Security staff.
- 4.11.2.3 Guards are assigned based on the most current plans and information. As events can be dynamic, ACCD may move or re-assign Guard's as needed and at no additional charge.
- 4.11.2.4 Copies of any IR are provided to ACCD Security at the time of a reported and/or documented incident.
- 4.11.2.5 On occasion, ACCD may require the Guard to wear an ACCD-issued uniform (shirt, trousers, and/or blazer).

4.11.3 Guard Services Specific to ACCD Parking Division:

- 4.11.3.1 Services are currently provided at the 5<sup>th</sup> Street Parking Garage. During the course of the Contract, ACCD plans to add regular Guard Services at the 2<sup>nd</sup> Street Parking Garage. ACCD may add other Parking Garage locations and at different times of the day, depending on the requirements of the facility.

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- 4.11.3.2 Based on historical usage, and forecasted future use, ACCD estimates 45-50 weekly hours will be needed for security Guard Services at the 5<sup>th</sup> Street Parking Garage. For planning purposes, ACCD estimates 45-50 weekly hours will be needed when services are added at the 2<sup>nd</sup> Street Parking Garage. The number of hours for any other ACCD parking garage locations is not known as the services needed are not yet defined.
- 4.11.3.3 Services are performed 9pm to 6am, each weekday with some exceptions on Fridays and Saturdays. Due to events at ACC and in the downtown area, ACCD may change the hours and days of services and at no penalty to ACCD.
  - 4.11.3.3.1 Foot patrols of the property are performed at a minimum of every one (1) hour and are documented on the DOR.
  - 4.11.3.3.2 Guards are sometimes required to assist and provide information to patrons utilizing the parking facility.
- 4.11.3.4 The Contractor provides site-specific training to all guards newly assigned to the ACCD Parking Garages.
  - 4.11.3.4.1 Training material is provided by ACCD parking Garage staff.
  - 4.11.3.4.2 As new guards are added to the schedule, the Contractor verifies with ACCD parking garage staff if the training material has been updated or changed.
  - 4.11.3.4.3 ACCD parking garage staff updates the training material to ensure consistency between ACCD and/or COA policies.
- 4.11.3.5 Guards submit reports at a designated location specified by ACCD parking staff.

**4.12 Library Department Requirements**

4.12.1 Library standard branch hours are:

Mon - Thursday 10am-9pm with Guard services needed one (1) hour before open and one (1) hour after close  
Friday - 1 pm - 6 pm with Guard services needed one (1) hour before open and one (1) hour after close  
Saturday - 10 am - 5pm with Guard services needed one (1) hour before open and one (1) hour after close  
Sunday - 2 pm-6 pm with Guard services needed one (1) hour before open and one (1) hour after close at four (4) locations only

**4.13 Municipal Court and Downtown Austin Community Court Requirements**

4.13.1 Monday-Thursday: 7:00 a.m. - 10:00 p.m. and Friday: 7:00 a.m. to 6:00 p.m.

4.13.2 Two guards are stationed at the metal detector Monday through Thursday between the hours of 6:30 a.m. - 10:30 p.m. and Friday 6:30 am - 6:30 pm. During off-hours there are a minimum of two guards monitoring the metal detector.

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- 4.13.3 Guards taking particular care to observe and report weapon possession, angry or hostile behaviors, and entry by unauthorized persons.
- 4.13.4 Guards wear City provided digital pagers. City staff is able to contact the guards for situations requiring immediate response as determined by the City.
- 4.13.5 After hours, Guards are making hourly checks of the facility, paying specific attention to waiting areas, restrooms, and the second floor hallway, judges' office, and magistrate's area.
- 4.13.6 After hours Guards are required to log in and out custodial staff.
- 4.13.7 Procedures for Metal Detector
  - 4.13.7.1 All persons entering the Courts Building entrance are required to pass through the metal detector. This includes Court staff, contract employees, and the general public. This entry requirement does not apply to certified peace officers. However, peace officers must provide a picture I.D. verifying peace officer status.
  - 4.13.7.2 All purses, backpacks, satchels, briefcases, luggage, and similar items either successfully clear the metal detector, x-ray machine or are inspected to insure that there are no concealed weapons.
  - 4.13.7.3 If an individual other than a certified peace officer is found to be carrying a weapon, that individual is asked to leave the building and return when he or she can successfully pass through the metal detector and does not have a weapon of any kind. If the individual has a weapon and refuses to leave the building, the Guards immediately dial 911.

**4.14 Building Services Department (BSD) Requirements**

- 4.14.1 The Contractor's assigned security supervisor provides 40 hours of site specific training to all newly assigned Guards before the Guards are allowed to work alone at the Cameron Road Campus. The Contractor may invoice for 24 hours of such training after trained Guards have successfully worked at the Cameron Road Campus for at least 90 days. Only 16 hours of site specific training (not invoiced to City) is required at 4201 Ed Bluestein Road before the Guard can work alone.
- 4.14.2 Guards who have completed all Contractor training designed for assignment to BSD sites will receive a site specific orientation implemented by the BSD DCM.
- 4.14.3 The Contractor provides an electric golf cart for patrol of the Rutherford Lane Campus once every one (1) to two (2) hours during daylight hours (more frequently at BSD's discretion during the night) and to use as needed in response to incidents or emergency situations.

**4.15 Watershed Protection Department (WPD) Requirements**

- 4.16.2 Standard work hours are 4:30 pm through 5:30 am during the week, and 24 hour on each weekend day.
- 4.16.3 Foot patrols of the property are performing at a minimum of once per hour and are documenting on the DOR.
- 4.16.4 Guards are logging in and log out custodial staff and regular staff.
- 4.16.5 Guards are preventing unauthorized access and trespassers on all portions of the grounds and building at Dalton Ln (attach location list).

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- 4.16.6 The Contractor's supervisor provides 11 hours of site specific training to all newly assigned Guards before the Guards are allowed to work alone at Dalton Ln. The Contractor may invoice for up to 5 hours of such training after trained Guards have successfully worked at Dalton Ln. for at least 90 days.
- 4.16.7 WPD utilizes IR and DOR reports, although on occasion may need to change or add to the Contractor's reporting requirements to maintain consistency with WPD policies and business needs.
- 4.16.8 WPD may provide radios for guards. However, some events require that all WPD-owned radios and phones are deployed to WPD staff only. In those instances, the Contractor is required to provide radios and/or phones for its staff.
- 4.16.9 When guards contact 311 (non-emergency) or 911 (emergency), the guards immediately notify WPD security.
- 4.16.10 WPD reserves the right, at no additional cost or penalty, to immediately dismiss/release a security guard who is not providing services as prescribed by the written contract. This may be done with or without prior notification to the Contractor's SPOC. However, WPD notifies the Contractor's SPOC within 24 hours of the dismissal. WPD may refuse a security guard who has been previously dismissed from WPD. Contractor should provide a replacement guard within one-half (1/2) hour from the notification. There is no penalty or additional cost incurred by WPD.

**5.0 Task/Requirements**

**5.1 Contractor's Minimum Qualifications**

- 5.1.1 The Contractor shall have provided services similar in scope to the Current Security Guard Services program (Section 0500, item 4.0) on a continuous basis for the most recent five (5) year period and experience in performing security guard services in major places of public assembly, such as airports, libraries, multi-purpose facilities, arenas, theaters, facilities with exhibit halls, and similar public buildings.
- 5.1.2 Qualification of Supervisor/Lead Guard:
  - 5.1.2.1 Supervisors/Lead Guards shall meet all qualifications for a Security Guard stated above under item 4.2.
  - 5.1.2.2 Supervisors/Lead Guards shall be individuals of integrity who display a mature attitude and exercise good judgment. Supervisors/Lead Guards shall set the example for other Guards and shall foster an environment in which guards feel valued, respected and part of an effective and important team.
  - 5.1.2.3 Supervisors/Lead Guards shall have a minimum of five (5) years of successful experience in security, loss prevention or law enforcement.
  - 5.1.2.4 Security related education or degree may be substituted for one (1) year of experience.

**5.2 Guard Contractor Requirements**

- 5.2.1 The Contractor shall be licensed by the Private Security Bureau – Texas Department of Public Safety <http://www.txdps.state.tx.us/rsd/psb/> under the provisions of the PRIVATE INVESTIGATORS AND PRIVATE SECURITIES ACT Occupations Code, the V.T.C.S. related to Private Security Services, Chapters 1702.102 and 1702.108,

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and shall maintain all required licenses, or certifications, for the duration of the contract. <http://caselaw.lp.findlaw.com/txcodes/oc170200.html>. The Contractor shall provide official copies of licenses to the City within five (5) business days of the request from the City. The Contractor shall immediately notify the City in the event its license or the licenses of any of its Guards are cancelled or allowed to expire.

- 5.2.2 The Contractor shall be in good standing with the Private Security Bureau – TxDPS with no unresolved complaints, history of suspension, fines or other disciplinary action within the past three (3) years.
- 5.2.3 The Contractor shall have continuously maintained a Texas Private Investigators and Private Security license within the Texas Department of Public Safety for the past five (5) years, while actively contracting guard services during that period of time. The Contractor shall secure and pay for all cost related to licenses.
- 5.2.4 The Contractor shall be able to furnish trained and qualified personnel in sufficient numbers to provide services as requested by the City under the contract.
- 5.2.5 Guard candidates including replacement guards shall have a customer compatibility interview with the DCM. Assignments with multiple City departments shall require interviews with each department's DCM. Guard personnel that have not been approved for placement shall not be assigned to City sites.
- 5.2.6 Once individual guards are trained, the same guards should be utilized and assigned to the same post/department.

**5.3 Contractor's Responsibilities**

- 5.3.1 Services provided by the Contractor shall improve upon the City's Current Security Guard Services Program (See Section 0500, item 4.0).
- 5.3.2 The Contractor shall demonstrate in its proposal that it has the financial strength and resources to fully execute the project described in its proposal (See Section 0600, item F)
- 5.3.3 The Contractor shall provide upon request Guards with Spanish speaking capabilities to address or assist Spanish speaking visitors, customers, contractors, vagrants or trespassers during operation hours. If one is not on site one can be called upon to assist the guard on duty.
- 5.3.4 Work shifts exceeding eight (8) hours are eligible for one half (1/2) hour non-paid break per shift.
- 5.3.5 City will submit complaints to the Contractor in writing. The Contractor will be given three (3) business days to investigate and respond to a complaint. The Contractor's shall provide a written response and include a restatement of the original complaint, a report of the findings of the Contractor's investigation, and an outline of the corrective action taken to avoid a recurrence of the complaint
- 5.3.6 **Single Point of Contact**
  - 5.3.6.1 The Contractor shall provide a SPOC available by cell phone, pager, and email 24 hours per day, 365 days per year. The SPOC assigned to this contract shall have full decision making authority under this contract.

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5.3.6.2 The SPOC shall have a 30 minute phone response and a one (1) hour or less arrival response to the job site or facility as specified by the City.

**5.3.7 Service Schedule and Response Time**

5.3.7.1 Additional or short-term services may be requested by the City with a minimum of three (3) calendar days advance notice. In the event of an emergency. The Contractor shall be required to provide additional service with two (2) hours advance notice. Service requested will be at Non-Regular Hour billing rates. After one (1) day of the Non-Regular Hour billing rates, the Contractor shall resume invoicing at the Regular Hours rate.

5.3.7.2 In the event the City requires additional, a reduction, or changes to guard services the Contractor may invoice at the Non-Regular hourly rate if less than 24 hours' notice is given by the City. After one (1) consecutive day of the new/altered schedule the Contractor shall resume invoicing at the Regular Hours rate. If notice is given by the City more than 24-hours prior to an event or a schedule taking effect, the City shall be invoiced at the Regular hourly rate.

5.3.7.3 For any shifts where the Contractor fails to provide the services as scheduled for four (4) hours or more, the City may choose to engage other parties for the service. The Contractor shall absorb any differences in cost if the City engages another party to respond to a call.

5.3.7.4 Guards shall be considered late for duty if they arrive five (5) or more minutes after the scheduled start time of the assigned shift. If a Guard has been documented late on three (3) separate occasions, the Contractor shall remove the Guard from the City contract and shall provide a Guard replacement within one-half (1/2) hour of notification from the City.

5.3.7.5 The City shall be able to change, add, or drop site locations within 24 hours' notice with no additional charge to the City.

**5.3.8 Event Service**

5.3.8.1 The DCM will provide written notification of the event schedule and an estimate of the number of Guards required at least three (3) calendar days before the event. Guards will be paid at the Regular Billing Rate. Furthermore, the City reserves the right to request up to four (4) additional guards within 48 hours of scheduled work assignment at the Regular Billing rate.

5.3.8.2 If the requested Event Service is less than three (3) calendar days prior to start date, the Contractor shall bill the City at the Non-Regular bill rate for the maximum of one (1) calendar day, the contractor shall resume invoicing at the Regular Billing rate.

5.3.8.3 The Contractor shall provide a written complete schedule with the Guard's name and shift time assignments to the DCM by email or paper copy at least 48 hours prior to the first scheduled day of the event work assignment.

5.3.8.4 Guards shall be trained as ticket attendants and ushers with an emphasis on quality service and customer relations. Guards shall greet patrons, are familiar with seating areas, answer questions, and check credentials and shall be dressed in a blazer style uniforms or golf style shirts. The DCM shall

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have the final approval of the dress code. This service is typically required at ACCD, however other City departments may require a similar service.

5.3.8.5 A Supervisor/Lead Guard shall be on site during the initial posting of Guards and at shift changes. The Supervisor/Lead Guard is not required to remain for the entire event/shift, but shall be available and on call at any time. The Supervisor's call number shall be provided to the DCM. The Supervisor shall be required to fill a no show position at the missing guard's regular hourly rate until another guard arrives to assume those duties.

5.3.8.6 The City reserves the right to reduce the number of Guards on the day of the event. If this occurs, the Contractor shall invoice the City for the Guards' scheduled work assignments or a two hour minimum, whichever is greater.

**5.3.9 Retention Program**

5.3.9.1 Proposers shall include a Guard retention plan in their Proposals that addresses areas such as training, compensation and award/recognition programs. (Section 0600, item C.3)

5.3.9.2 The Contractor shall not transfer or change assigned Guards at each location more than three (3) times annually.

**5.4 City Responsibilities**

5.4.1 The DCM will convene quarterly meetings with the Contractor to evaluate performance and contract compliance issues. These meetings shall require an officer of the Contractor's company to attend. Meetings shall cover the review of key performance indicators that the Contractor shall monitor for this contract and report to the City prior to the meeting. These indicators shall include, but may not be limited to, the following: turnover rate, reasons for turnover, training topics/recipients, completed employee certifications, overtime costs, percentage on-time attendance, and other topics relevant to the quality of services provided.

5.4.2 The City will periodically review the Contractor's procedures and personnel records to ensure personnel being assigned to the City contract are fully qualified to perform under the contract. Once a written request from the DCM is received, the Contractor shall provide the requested records within two (2) business days.

5.4.3 Prior to assignment, the DCM will educate Guards with building/facility layout, equipment at their assignment or post, location of access control devices and/or other emergency equipment including emergency routes, elevator locations, stairwells, and fire exits.

5.4.4 The City will inform the SPOC of any no-show employee as soon as practicable. However, the Contractor shall ultimately be responsible for monitoring attendance.

5.4.5 The City will provide written approval on all Contractor training programs.

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1. **PROPOSAL FORMAT**

It is important to understand that all proposals shall be submitted in the following format.

Submit one (1) double-sided original, and nine (9) electronic versions of the complete proposal. The electronic version must be on flash drive in PDF format.

The original and copies must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original."

The one (1) original must include the original signature of the person authorized to sign on behalf of the Proposer.

Include with your proposal all documents as stated on page 2 of the Offer Sheet.

Use tabs to divide each part of your proposal.

Provide a Table of Contents.

Throughout the proposal provide details, pictures, graphs, examples, and any additional information that you feel clearly demonstrates to the City your company's, program, solution, systems, experience, and complete understanding of the requirements of this Request for Proposal (RFP).

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The Executive Summary shall specify which Operational Area(s) are being proposed.

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. **Proposed Solution**: Define in detail your understanding of the requirements presented in the order they appeared in Scope of Work of this request for proposal and your proposed solution. Provide details of how your organization will meet or exceed the requirements included in the RFP Scope of Work and include an explanation of why any exceptions were taken. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal
- C. **Program Plan**: Describe your plan for accomplishing the required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

1. **Work/Task Plan**

- a. Describe your Work Plan for accomplishing the items under Contractor's Responsibilities (Scope of Work, Section 5.3). Break down tasks within the Work Plan according to the following:
  - Improvements upon the City's Security Guard Services Program (Scope of Work, Section 4.0).
  - Process for removing and replacing guards whose performance does not meet

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- the standard guard duties and expectation as describe under this contract.
- Plans/processes for employee recruitment and retention; staffing plan to support contract; process for ensuring guard coverage at shift changes; and plan/process for supporting City's required response times (please feel free to edit/wordsmith)

2. **Workforce**

Describe your workforce as it relates to this Proposal. This should include but not be limited to a description of the following:

- a. Process for employment recruitment, screening, minimum qualifications, and documentation for guard personnel (refer to Scope of Work 4.2)
- b. Training plan to ensure that the knowledge and skills of Contractor employees are up-to-date on security guard processes.
- c. Training program for your workforce to include both entry level and continuous training for Seasoned Guards (refer to Scope of Work 4.11). Proposer shall turn in their training manual with the proposal.
- d. Specialized training program for Event Guards (refer to Scope of Work 4.11.2, 4.11.3, 4.15.2.1)
- e. Qualifications of Single Point of Contact (refer to Scope of Work, 5.3.2)
- f. The size and composition of your current workforce. Describe your staffing plan if workforce enhancements are needed to fulfill services required under the Scope of Work.

3. **Retention Plan**

Provide employee retention plan including incentive and recognition programs in supporting the retainage of well-trained, qualified employees. The Proposer shall include with the last plan the last three years of the Proposer retention rates.

4. **Equipment**

- a. Describe the equipment needed to fulfill Contractor's Responsibilities (refer to Scope of Work, 4.7).
- b. Propose plan for the Automated Check-In/Check-Out System (refer to Scope of Work, 4.8).

5. **Reporting**

Provide a hard copy sample of typical DOR and IR report(s) as described under Scope of Work, Section 4.9.

- D. **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.
- E. **Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. If partnerships/subcontractors are proposed, describe prior experience managing such relationships. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2008. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

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- F. **Financial Requirements:** Contractor shall submit with proposal the most recent annual financial statement, a copy of its Articles of Incorporation, Partnership By-Laws and if not a Texas Company, a Certificate of the Secretary of State of Texas showing that the Contractor is authorized to do business in Texas. If the Contractor is an affiliate of another entity, and audited financial statements are prepared only on a consolidated basis, then the Contractor shall enclose a copy of the most recent consolidated audited financial statements.

If the Contractor's proposal includes interim or permanent third party financing, then detailed information concerning the amount and source of such financing shall be included in the proposal. Contractor shall promptly provide upon request any additional financial information as requested by the City.

Failure of a Contractor to provide information or to demonstrate adequate financial resources shall be grounds for rejection of a Proposal.

- G. **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. 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) has a local business presence.

H. **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**

- i. 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.
- ii. 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.
- iii. If a Respondent 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 Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying 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

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of the City Ordinance is posted on the Internet at:

<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

- I. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- J. **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.
- K. **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.
- L. **Cost Proposal:** To facilitate the comparison of proposal pricing by the City, Vendor is required to submit pricing in the format as outlined in Attachment A - Price Proposal Form.

2. **EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. **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.

4. **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.**

- (1) Program Plan, Concept and Solutions Proposed - Responsiveness to and understanding of requirements, terms and conditions. **(40 Points)**
- (2) Background, Qualifications, Prior Experience of the Similar Size and Scope **(15 Points)**
- (3) Cost per Attachment A **(25 Points)**
- (4) Retention Plan **(10 Points)**

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(5) Local Business Presence (10 points)

See Section 0200, Paragraph 12 for Evaluation Criteria, and complete and return Section 0605.

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. Maximum 25 points

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- i. The point difference between the first and second ranked Proposer is less than five points.
- ii. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- iii. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- iv. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- v. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- vi. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.