



CITY OF HOUSTON INVITATION TO BID

Issued: May 22, 2015

BID OPENING

Sealed bids (labelled with the company name, address and bid number), in duplicate, and one (1) additional electronic CD copy of the bids will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, until **10:30 a.m., Thursday, June 18, 2015** and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 AM on that date for the purchase of:

**SECURITY GUARD SERVICES
FOR VARIOUS DEPARTMENTS
BID INVITATION NO.: S19-L25385
NIGP CODE: 905-68**

BUYER

Questions regarding this solicitation document should be addressed to Roy Korthals at **832-393-8734**, or e-mail to **roy.korthals@houstontx.gov**.

ELECTRONIC BIDDING

In order to submit a bid for the items associated with this procurement, vendor must fill in the pricing information on the "**PLACE BID**" page.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for all Prospective Bidders at 900 Bagby, 2nd Floor, Room 242, City Hall Annex, Houston, Texas 77002 at 1:30 p .m. on June 4, 2015.

All Prospective Bidders are urged to be present. It is the Bidder's responsibility to ensure that they have secured and thoroughly reviewed the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, and terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov/>. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to all registered Bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby (Concourse Level), Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

City Employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances, Section 15-1.

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SECTION A: OFFER
SECTION B: SCOPE OF WORK/SPECIFICATIONS
SECTION C: GENERAL TERMS & CONDITIONS

***NOTE 1: Actual page numbers for each Section may change when the solicitation document is downloaded from the Internet or because of Letters of Clarification. Therefore, Bidders must read the bid document in its entirety and comply with all the requirements set forth therein.**

***NOTE 2: To be considered for award, please submit the electronic bid form and the forms listed in Section A, including the Official Signature Page, which must be signed by a company official authorized to bind the company.**

SECTION A



**SECURITY GUARD SERVICES
FOR VARIOUS DEPARTMENTS
BID INVITATION NO.: S19-L25385
NIGP CODE: 905-68**

To The Honorable Mayor
and Members of the City Council
of the City of Houston (the "City"), Texas:

The undersigned Bidder hereby offers to contract with the City upon the terms and conditions stated in that certain "**Contract for security guard services for a three-year period with two (2) one-year option periods to extend for various Departments,**" which was distributed by the City together with the "Notice to Bidders" and is hereby incorporated herein by this reference (the "contract"). This offer is made at the prices stated on the electronic bid form. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained all such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

If the City accepts the foregoing offer, this Bidder promises to deliver to the City Chief Procurement Officer of the City, five (5) original counterparts of said contract duly executed by this Bidder (as "Contractor") in accordance with this paragraph, proof of insurance as outlined in Article II of the contract, all on or before the tenth (10th) day following the day this Bidder receives from the City the unsigned counterparts shall be executed so as to make it binding upon the Bidder, and all of the applicable requirements stated in the document entitled "Instructions for Execution of Contract Documents," (which was distributed by the City) shall be complied with.

The City reserves the right to cancel this ITB, accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed in the best interest of the City.

If the City accepts the foregoing offer, this Bidder shall furnish all labor, supervision, materials, supplies, equipment and tools necessary to provide security guard services for the City in accordance with attached specifications.

Documents/forms must be downloaded from the City's Website at <http://purchasing.houstontx.gov/forms.shtml>

Additional Required Forms to be included with this Bid:

In addition to the Electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due.** When submitting bids via UPS/FedEx, etc. please label it with the name: Office of the City Secretary, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002, along with the bid/proposal number:

TABLE 1 - REQUIRED FORMS
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire
Pay or Play Program Acknowledgement Form
Pay or Play Certification of Agreement to Comply w' the Program
Contractor's Questionnaire
Hire Houston First Application and Affidavit

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
Drug Forms
EEOC
Formal Instructions for Bid Terms
M/WBE
Sample Insurance Over \$50,000
Insurance Endorsements
Pay or Play Office of Business Opportunity & Contract Compliance Q & A
Pay or Play Office of Business Opportunity & Contract Compliance Requirements
Pay or Play Contractor/Subcontractor Payment Reporting Form
Pay or Play Contractor/Subcontractor Waiver Request
Pay or Play List of Participating Subcontractors
Criminal Justice Information Services (CJIS) Compliance Addendum (Applicable to Houston Police Department (HPD) Occupied Facilities)
Performance Bond

Questions concerning the bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B-500, Houston, TX 77002, Attn: Roy Korthals (or) by fax: 832.393.8758 or by e-mail (preferred method) to roy.korthals@houstontx.gov. no later than 5:00 p.m., Monday, June 8, 2015.

CONTRACTOR'S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for security guard services that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed security guard services.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the contract award.**

1. Name: _____

Address: _____

City & State: _____

Name & Phone Number of Contact: _____ Years Services: ____

2. Name: _____

Address: _____

City & State: _____

Name & Phone Number of Contact: _____ Years Services: ____

3. Name: _____

Address: _____

City&State: _____

Name & Phone Number of Contact: _____ Years Services: _____

SITE INSPECTION

The City of Houston reserves the right to inspect the Bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

QUALITY AND WORKMANSHIP

Contractor shall have been awarded and performed a contract similar in size and scope to this contract within the last ten (10) years. Vendor shall include a copy of the contract in the bid submittal. The Bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the Bidder is capable of performing such services.

PROTEST:

A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the ITB shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

A protest shall include the following:

- The name, address, e-mail, and telephone number of the protester;
- The signature of the protester or its representative who has the delegated authority to legally bind its company;
- Identification of the ITB description and the ITB or contract number;
- A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- The desired form of relief or outcome, which the protester is seeking

NO CONTACT PERIOD:

Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from bidder's formal response to the solicitation, communications publicly made during the official prebid conference, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action.

HIRE HOUSTON FIRST

Designation as a City Business or Local Business

To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director or designee of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

Download the HHF Affidavit from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

Award of a Procurement of \$100,000 or More for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement under \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Goods:

THE CITY WILL AWARD THIS PROCUREMENT TO A "CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE CITY BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE CITY BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A CITY BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER.

Award of Procurement of \$100,000 or More for Purchase of Non-Professional Services , Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A " CITY BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement under \$100,000 Purchase of Non-Professional Services Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A "LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES

- IF THE BID OF THE CITY BUSINESS IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

Award of Procurement that may be More or Less than \$100,000 for Purchase of Non-Professional Services, Including Construction Services:

THE CITY WILL AWARD THIS PROCUREMENT TO A " LOCAL BUSINESS," AS THAT TERM IS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES ("THE CODE")

- IF THE BID OF THE LOCAL BUSINESS IS LESS THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 5% OF THE LOWEST BID RECEIVED, OR
- IF THE BID OF THE LOCAL BUSINESS IS MORE THAN \$100,000 AND IS THE LOWEST RESPONSIBLE BID OR IS WITHIN 3% OF THE LOWEST BID RECEIVED, AND
- UNLESS THE USER DEPARTMENT DETERMINES THAT SUCH AN AWARD WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

IF THERE IS NO BID OF A LOCAL BUSINESS THAT MEETS THESE CRITERIA, THE CITY WILL AWARD THE PROCUREMENT TO THE LOWEST RESPONSIBLE BIDDER

SECTION B
SCOPE OF WORK/SPECIFICATIONS

1.0 SCOPE OF SERVICES:

- 1.1 The Contractor shall provide competent, fully qualified and licensed security guards, scanner operators, supervisor officers as well as the necessary transportation, equipment and supervision necessary to provide high quality security guard services at City facilities. Contractor shall provide such security guard service in accordance with the particular requirements for each location as specified in the facilities list (Exhibit BB) to be provided to the Contractor by the Director or designee upon award of the contract.
- 1.2 The Contractor shall make periodic oral or written reports and recommendations to the Director or designee with respect to conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under this agreement and attend meetings determined to be necessary by the Director or designee. Contractor shall provide any reports that the Director or designee may request in writing.
- 1.3 Within 10 calendar days of the countersignature date of the contract, the Contractor shall provide the following to the Director or designee:
 - 1.3.1 Complete company profile.
 - 1.3.2 Copy of its written procedures that regulate its prompt and proper response to incidents, emergency contingencies and contacting supervisors.
 - 1.3.3 Copy of current State of Texas Security License.
 - 1.3.4 Roster identifying company officers, Director or designees, and executive personnel as well as the management personnel the contractor intends to initially assign to service this contract, and a roster of guards and supervisory guards the company intends to initially post at City of Houston facilities. These rosters should include identifying information such as dates of birth, driver license numbers or Texas Identification (ID) card numbers, and social security numbers. Whenever personnel changes are made, deleting or adding personnel to the roster, Contractor shall notify the Department's Security Management Division within one working day, providing the name and identifiers of whoever is being deleted from or added to the roster. Contractor shall be responsible for conducting an annual national and local (Texas Department of Public Safety) background check on all security guards assigned to this contract. The contractor will be responsible for all costs associated with the background checks. The background checks shall be performed every January and the results forwarded to the Security Management Division no later than February 15 of each calendar year. Contractor shall provide COH Security Management with a copy of the contractor's e-verify Memorandum of Understanding (MOU) showing the firm's name and the firm's e-verify registration number as proof confirming the Contractor is e-verify compliant. If the Contractor is not a e-verify registrant, the Contractor shall provide a copy of the employee's I-9 as proof of employment eligibility.
 - 1.3.5 Contractor shall provide Criminal Justice Information Services (CJIS) certified guards as requested by the Director or designee. The Director or designee currently designates all Houston Police Department (HPD) posts, all Municipal Courts Department (MCD) Posts, the Houston Emergency Center (HEC) posts, Houston Department of Health and Human Services Laboratory at 2250 and 2252 Holcomb posts as requiring CJIS certification.

2.0 CONTRACTOR'S PHASE-IN:

- 2.1 Contractor must be prepared to accomplish a smooth and successful transition of operations and services and shall have up to a 30 day phase-in period. Contractor's Phase-In Period shall begin upon receipt of a Start Phase-In Notice from the Director or designee (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last approximately 30 days preceding the receipt of Notice to Proceed. The incumbent contractor shall be responsible for performing the duties and services listed in its contract during Contractor's Phase-In Period. During the Phase-in Period, Contractor shall arrange to have necessary supervisory, technical, and other personnel on site to observe the operation of the security guard services. Contractor may use this Phase-In Period to recruit and transfer personnel, train personnel, arrange for security badging, establish management procedures, set up records, ensure adequate equipment is in place for security operations, and otherwise prepare for the assumption of control without disruption of operations. During the Phase-In Period, it shall be the responsibility of the Contractor to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director or designee for its approval. Contractor shall have no responsibilities for operating or maintaining the security guard services during the Phase-In Period. The Phase-In Period shall end on the date set forth in the official Notice to Proceed, at which time the Contractor shall assume full responsibility for the operations of the security guard services.

3.0 POST ORDERS:

- 3.1 Post orders shall remain in effect until altered by the Director or designee. The Director or designee may alter or amend all or any part of the existing post orders by notifying the Contractor in writing. Amended post orders shall take effect (except for Houston Airport System) at 8:00 a.m. on the second day following their delivery by the City or at such earlier or later date as mutually agreed upon by the Director or designee and Contractor. The post orders may be altered at any time during the term of the agreement. Amended post orders for the Houston Airport System (HAS) shall take effect at the beginning of the 1st shift on the second day following their delivery by the City or at such earlier or later date as mutually agreed upon by the Director or designee and Contractor. For HAS, each type of location that the Contractor will man has specific post orders to cover that operation. These are subject to changed based on Intelligence from the Department of Homeland Security.

4.0 SECURITY GUARD AND SCANNER OPERATOR QUALIFICATIONS:

- 4.1 Security guard s employed by the Contractor to provide security guard service under this agreement shall meet the following criteria unless approved or authorized by the Director or designee:
- 4.1.1 21 years of age or older.
 - 4.1.2 High school graduate or must have obtained a graduate equivalency diploma.
 - 4.1.3 Proficient to speak, understand, read and write the English language (Officers can be dismissed immediately if there are communication problems and the officers shall be replaced immediately at no additional cost to the City).
 - 4.1.4 Not have been convicted in any jurisdiction of a disqualifying felony; as defined under the provisions of the Private Security Act, Section 1702 of the Texas Occupations Code and Texas Administrative Code Chapter 35-Private Security.
 - 4.1.5 Not have been convicted in any jurisdiction of any Class A or disqualifying Class B

misdemeanor as defined under the Provisions of the Private Security Act, Section 1702 of the Texas Occupations Code and Texas Administrative Code Chapter 35- Private Security.

- 4.1.6 Not have any pending, unresolved, or unadjudicated disqualifying felony or Class A or disqualifying Class B misdemeanor charges as defined under the provisions of the Private Security Act, Section 1702 of the Texas Occupations Code and Texas Administrative Code Chapter 35- Private Security, or indictments in this or any other jurisdiction, and not be on probation or parole for any disqualifying felony, Class A, or disqualifying Class B misdemeanor charges as defined under the Provisions of the Private Security Act, Section 1702 of the Texas Occupations Code and Texas Administrative Code Chapter 35 - Private Security.
- 4.1.7 Not be required to register in this or any other state as a sex offender unless approved by the Texas Private Security Board under Section 1702.3615.
- 4.1.8 Have no outstanding warrants.
- 4.1.9 Not have been declared by any court of competent jurisdiction, incompetent by reason of mental defect or disease without having been restored.
- 4.1.10 Not be suffering from habitual drunkenness or from narcotics addition or dependence, and commissioned security guards shall at all times meet the minimum qualifications as defined under Section 1702.163 of the Texas Occupations Code.
- 4.1.11 Not have been dishonorably discharged from the United States armed forces, discharged from the United States armed forces under other conditions determined by the Texas Private Security Board to be prohibitive, or dismissed from the United States armed services if a commissioned officer in the United States arm services.
- 4.1.12 Skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations, and skilled in establishing and maintaining effective working relationships with City employees and the general public.
- 4.1.13 Minimum of 6 months previous experience providing Commissioned or Noncommissioned Officer service.
- 4.1.14 Trained to provide security guard services.
- 4.1.15 Knowledgeable about the facility being secured, i.e., locations of exits, restrooms, fire hydrants, fire standpipes, fire extinguishers, emergency panels (if any), emergency operation of elevators (if any), evacuation procedures, and similar aspects.
- 4.1.16 Must check in at each checkpoint designated in the LSRL, or attachments to the LSRL such as maps or drawings, and otherwise remain at its designated post throughout the entire designated shift unless relieved by a relief or replacement guard.
- 4.1.17 Shall be required to undergo a minimum of 8 hours of job-specific on-site training per the requirements outlined in Section 5.0 below.
- 4.1.18 Trained to perform duties in a complex the size of the City of Houston locations.
- 4.1.19 Officers must be commissioned, registered, or hold an endorsement issued by the Texas Private Security Board under the Texas Department of Public Safety, pursuant

to the authority of Chapter 1702, Texas Occupations Code (Contractor shall provide copies of all security commission cards within five days from request by the City).

4.1.20 Any additional licensing or training required under state or local regulations.

4.1.21 Bilingual (Spanish/English) skills are preferred.

4.1.21 Contractor must maintain a security services contractor's license issued by the Texas Security Board under the Texas Department of Public Safety; pursuant to the authority of Chapter 1702, of the Texas Occupations Code.

4.1.22 Security guards shall have on their person a valid CPR/AED training certification card while on duty.

5.0 JOB SPECIFIC, ON-SITE TRAINING:

5.1 Security guards and site supervisor officers shall undergo a minimum of 8 hours of job-specific on-site training, with a person designated by the Director or designee, at the Contractor's expense and prior to the assumption of security guard responsibilities. This training shall be documented, and such documentation shall be available upon request to the Director or designee. The Director or designee reserves the right to review all training documentation without prior notice. Training documentation shall consist of, at a minimum, comprehensive written tests, which all security guards must pass. Contractor shall organize and prepare information relative to the required training classes. Contractor shall send copies of all training information to the Director or designee for their approval. Contractor shall implement changes to the information provided in the training classes as the Director or designee suggest.

5.2 Contractor shall ensure that all security personnel have satisfactorily completed the training specified herein before reporting for work on any post. Contractor shall notify the Director or designee of date, time, and place of scheduled training sessions. City representatives may monitor training sessions. The Contractor shall test its personnel and provide the Director or designee with the test results.

5.3 Contractor shall ensure that all project managers, supervisors, and professional security guards are thoroughly familiar with all applicable rules, regulations, and procedures before they are allowed to staff any post in the facility. All personnel shall be properly trained in the operation of the facilities and shall adhere to the facility rules and regulations without exception.

5.4 All security guards shall receive Contractor provided training comprehensive enough to effectively deal with:

5.4.1 Customer service and courtesy.

5.4.2 Security situations to include emergencies of fire, bomb threat, flood and evacuation procedures.

5.4.3 First aid and medical emergencies.

5.4.4 Assisting the disabled in a sensitive and helpful manner.

5.4.5 The Houston Airport System (HAS) shall provide initial training to the Contractor, once the Contractor has begun to staff the

position, HAS shall provide train the trainer class, and any further training will be performed by the Contractor for new employees.

- 5.4.6 Contractor shall provide its customized 40-hour advanced officer training to all of its personnel working at the facilities, prior to their beginning work at the facilities, at no additional charge to the City. This training shall include CPR/AED-Adult (operation of portable Defibrillator) certification, X-ray machines, hand-held wand metal detectors, security turnstiles, active shooter response and terrorism response. Contractor shall provide to the Director or designee proof of CPR/AED certification upon **completion of required training upon assignment to this contract.**

6.0 LIMITATIONS ON SECURITY GUARDS HOURS:

- 6.1 Contractor shall not assign any security guard to perform services under this agreement if such assignment would require that the security guard work more than 16 hours in a 24 hour period, or more than 60 hours in a single 7 day period, unless the Contractor obtains the prior written approval from the Director or designee. The Contractor shall have sufficient personnel reserve who are trained, in order to comply with this requirement. This is to ensure that a speedy and correct response is performed in the event of an emergency or life threatening situation that could occur at the facilities.

7.0 SECURITY GUARDS EQUIPMENT:

- 7.1 The Contractor shall, at its expense, **not at its employees' expense**, equip each security guard with a distinctive hard look uniform and a softline uniform (blazer, slacks, white shirt, and tie) and all insignia; basic officer supplies including black leather shoes, an identification card bearing a recent photograph of the security guard, a whistle, and a cell phone with a push-to-talk feature and which has sufficient range to provide communication between guards on duty at facilities anywhere in the City limits (639 square miles). Contractor shall have two-way dispatch communication capability as well as a beeper network. Officers required to work outside shall be supplied with boots, winter jackets and raincoats (bearing the Contractor's name and insignia). By November 1, 2015 or upon assignment to the City contract if the security guard is assigned to a City post prior to April 1, 2016, contractor shall provide appropriate cold weather garments. Contractor will provide a document to the Director or designee of the articles issued to each security guard with the officer's initial for each article as described above and signed by the security guard and the issuer when assigned to this contract.
- 7.2 Security guards working posts in City Hall, City Hall Annex, and 611 Walker shall be provided, at contractor's expense, a blazer jacket. The blazer shall be worn by all security guard s working posts inside City Hall, City Hall Annex, and 611 Walker during normal business hours. Blazers shall be optional after 5:00 pm weekdays, on weekends, and on Holidays.
- 7.3 Security guards working at Public Works and Engineering Water Plants posts shall be provided, at contractor's expense, black tactical pants, dark blue polo style shirt, boots, winter jackets and rain gear (bearing the Contractor's name and insignia).
- 7.4 **CONTRACTOR IS RESPONSIBLE FOR ALL COMMUNICATIONS EQUIPMENT ON SITE, subject to the pre-approval of the make, model and features by the Director or designee.**
- 7.5 Contractor shall, at its expense, not at its employees' expense, equip each armed security guards, when required, with a handgun of .38 caliber, or greater, and an appropriate holster or

shotgun. Identification cards shall include the full name (first and last) of the security guard with the name typewritten or printed in ink and shall be worn at all times while on duty.

8.0 OTHER EQUIPMENT: (Except as explicitly provided, Contractor shall provide the following equipment at its expense)

- 8.1 Contractor shall have a sufficient number of vehicles assigned to on-duty supervisors so that the supervisors may meet with the Director or designee within 45-minutes of being summoned. Additionally, the Contractor shall provide vehicles for use by security guard s if required in the LSRL for a particular location. This requirement is in addition to any other requirements of this agreement. All vehicles shall be licensed to operate on public streets, shall have 4-cylinder or larger engines and shall provide their driver with protection from the weather. Each vehicle provided must include a two-way radio or smart phone with sufficient range to provide communications between all security guard s on duty at a particular facility and with the Contractor's base station. Each vehicle shall be clearly marked as a security vehicle. Each vehicle provided shall be in safe operating condition and shall be maintained and operated solely by Contractor. Contractor shall also provide a two-way radio for the security control center located at 611 Walker.
- 8.2 Contractor shall supply a car, truck, (4x4 truck when requested) sport utility vehicle, golf cart, three wheel Segway or bicycle (Vehicle) within 5 working days when requested for a particular facility. Subject to the Director's approval of the make, model and features of the vehicle, Contractor may invoice the lease cost of these Vehicles as a bi-weekly pass-through plus an approved percentage markup (see Exhibit B). All other costs associated with the operation of vehicles, including fuel, insurance and maintenance, are the sole responsibility of Contractor. Any safety requirements to operate requested vehicle shall be the responsibility of the contractor.
- 8.3 Contractor shall provide sufficient hand-held scanners to perform services described herein, subject to the pre-approval of the make, model and features by the Director or designee.
- 8.4 Contractor shall provide security guard tour patrol system which is an electronic system for logging the rounds of security guard s in a variety of situations such as patrolling property. The system must ensure that the security guard makes its appointed rounds at correct intervals and can generate written and electronic tour records as required.
- 8.5 Contractor shall provide an electronic secured web based incident case management software platform for reporting and monitoring. Some features will include: the ability to identify and mitigate risks leading to reduced threats, increased site security with real time event monitoring and situational management. Features should include:
- Ability to upload Digital Media i.e. pictures and videos.
 - GPS Tracking capabilities.
 - Management Reports for Trend Analysis.
 - Schedule.
 - Assignments.
 - Post Orders.
 - Daily Activity Reports.
 - Incident Report.

9.0 SUPERVISION:

- 9.1 Contractor shall have sole responsibility for supervising the security guard s performing under this agreement. Supervision shall consist of that level of management and administrative

activity necessary to ensure that each security guard is performing its duties in a safe and efficient manner and to ensure that each location at which security guard service is provided is staffed in accordance with the LSRL (Post Orders) for that facility. The City shall have no obligation to exercise any supervisory authority over any security guard performing services under this agreement, but reserves the right to direct the activities of the security guard s in conformity with established post orders, or as necessary in an emergency situation.

- 9.2 Contractor shall have sufficient supervisors on its staff so that the ratio of supervisors to security guard s on each shift is sufficient to provide coverage to the satisfaction of the Director or designee. The supervisors shall be trained as supervisors, and have had previous experience as security guard supervisors. Contractor shall provide sufficient vehicles, at Contractor's expense, for supervisors to inspect job posts and security guard s under their supervision.
- 9.3 Contractor shall provide and maintain on staff a sufficient number of qualified and trained personnel with completed background checks and proper badging to staff officer posts at multiple locations seven days a week, 24 hours per day, every day, inclusive of all City holidays, in accordance with specified post orders.
- 9.4 Upon receiving a call from the designated Department representative requiring the supervisor's attention, the supervisor shall respond within 10 minutes via telephone and shall be on-site at the facility within 45 minutes of official notification by the security guard or Department staff during any 24-hour period to assist with the situation.
- 9.5 Contractor shall maintain a base office within the city limits of the City of Houston. Contractor shall provide a phone number(s) and pager, or cell phone numbers at which Contractor or a designated agent of the Contractor with supervisory and managerial authority to add or delete services, equipment, security guard s, restore open posts, resolve billing issues and disputes who may be reached or respond within 30 minutes on a 24-hour, 7-days per week basis during the week, weekends, nights, and holidays all year round.
- 9.6 Contractor's supervisory personnel shall make random unannounced inspections on various shifts. There must be a minimum of four visits, at each of the different location posts, per calendar month. Contractor shall submit documentation of these visits with its biweekly invoices. The weekly post inspection report format shall be approved and may be modified by the Director or designee.

10.0 RESPONSE TO INCIDENTS:

- 10.1 Contractor shall immediately contact the Director or designee, as well as the facility managers, the Houston Police Department or other appropriate agency regarding any incident involving injury, fire, or criminal activity, or threats thereof. The primary duties of the security guard s are to observe and report. Security guards covered under this agreement shall not subdue or pursue any suspected perpetrators. Any incident, whether emergency or otherwise, shall be reported in writing to the Director or designee by close of business on the first business day immediately following the incident.

11.0 PERFORMANCE STANDARDS FOR OFFICERS:

- 11.1 Shall maintain a neat and well-groomed appearance at **all** times.
- 11.2 Shall exercise good judgment, interact with people in a positive manner and maintain a high level of performance.
- 11.3 Shall not carry a weapon of any kind unless authorized by the Director or designee.

- 11.4 Shall not eat at their assigned post. Bottled water may be kept at a security post but should be kept out of sight whenever possible and should not be consumed while conducting business with any person at the security post.
- 11.5 Shall not use a city telephone or cell phone for personal business while assigned to a security post.

12.0 REASSIGNMENT OR REMOVAL OF SECURITY GUARDS:

- 12.1 Contractor shall reassign or remove particular security guards from assignment to the facilities upon receipt of a written or oral request from the Director or designee to do so. The written or oral request shall specify the name of the security guard whose assignment or removal is desired. Any person that the Director or designee may deem incompetent or disorderly shall be promptly removed by the Contractor. Contractor shall replace any removed employee, should the Director or designee recommend that the action be done for the good of the services being rendered, within 30 minutes from notification by the City.

13.0 MANDATORY POST COVERAGE:

- 13.1 Contractor's personnel shall not leave their duty post unattended at any time, unless relief is provided. It shall be the duty of the site supervisor officer to periodically check to ensure that all radios are in working order throughout the day. Therefore, it is not acceptable to leave a post unattended by an officer (or relief officer) due to radio failure or for any other reason. If lunch breaks or coffee breaks are permitted, then there must be a relief officer for all breaks. Such breaks are to be taken at a designated break area determined by the Director or designee.
- 13.2 A mandatory daily "Open Post Report" shall be forwarded to the Director or designee electronically by 12:00 noon of each business day, which shall include open posts not covered on the previous scheduled work day. The open post report shall name the assigned post, security guard and show the respective time periods not covered.

14.0 PUBLIC RELATIONS:

- 14.1 Contractor agrees that neither it nor its agents, subcontractors, or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at any Facility. The Contractor, contractor's agents, subcontractors, or their employees shall not (i) publicly discuss or issue or provide any statements, written or oral, paper or electronic, of any nature that references this agreement, any policy, procedure, post order, or security alert, or (2) release any report, tape, recording, image, document or record related to the services provided under this Agreement, without the prior written consent of the Director or designee.

15.0 PROJECT MANAGERS AND SUBCONTRACTORS:

- 15.1 Contractor shall not substitute project managers or subcontractors without Director's prior written approval.

16.0 DUTIES OF SCANNER OPERATOR:

- 16.1 Scanner operator shall staff either an x-ray screening device or a magnetometer and shall:
 - 16.1.1 Set up and maintain guide ropes or other barriers leading from the entrance to the screening site.

- 16.1.2 Start and calibrate the magnetometer and x-ray device at the beginning of each shift.
 - 16.1.3 Courteously and professionally direct persons entering the facility to the screening site.
 - 16.1.4 Identify those personnel who are properly badged and admit them in accordance with the post orders.
 - 16.1.5 Courteously and professionally direct persons entering in how to move through the screening site, including placing hand-carried items and packages on the x-ray conveyor.
 - 16.1.6 Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience possible to person entering.
- 16.2 While staffing the x-ray device, effectively screen items that travel through the machine. This may include reorienting items, identifying suspicious items, and directing hand searches of appropriate items.
 - 16.3 While staffing the magnetometer, have persons entering walk through the device after removing metal items from their persons. If the magnetometer alarms, the scanner directs the individual to remove any remaining metal items, and walk through the device again. If the device alarms a second time, the scanner shall use hand-held magnetometer to conduct hand screening to determine the cause of the alarm.
 - 16.4 When contraband, weapons, or suspected explosive devices are discovered, the discovering Scanner shall notify the Houston Police Department, the armed security guard and the supervisor, and take other actions appropriate to the situation.
 - 16.5 At the end of the working day, secure the magnetometers, x-ray devices and any other equipment or supplies used.

17.0 DUTIES OF ARMED SECURITY GUARDS AND COMMISSIONED SECURITY GUARDS WHEN ASSIGNED TO A SCREEN SITE:

- 17.1 When an armed security guard is assigned to a screening site, the armed security guard shall monitor and direct the activities of the scanner operator(s) assigned to that site.
- 17.2 The armed security guard shall:
 - 17.2.1 Direct persons entering to the proper screening site.
 - 17.2.2 Monitor the flow of personnel and not allow persons to avoid the screening site.
 - 17.2.3 Assist the scanner operators in their duties when required by the flow of traffic.
 - 17.2.4 Prohibit persons from entering the protected facility with illegal weapons or devices.
 - 17.2.5 When assigned to a secondary entrance, check badges and conduct hand screening of persons using those entrances.
 - 17.2.6 Write and submit complete reports for all appropriate incidents (All reports shall be delivered to the Department's Security Management Division by 9:00 a.m. on the

following workday).

17.2.7 Conduct periodic performance evaluations for all subordinates.

17.2.8 Staff a scanner position when required.

17.2.9 Complete all seized property procedures as approved by the Director or designee.

18.0 PERSONNEL TIME LOG:

18.1 Contractor shall use a guard sign-in log at City Hall, City Hall Annex and 611 Walker only. The original copy of the guard sign-in log should be provided to the Department's Security Management Division. Personnel time logs and guard sign-in logs shall contain a record for each employee, which shows employee's name, date(s) worked, and time(s) worked. All personnel time logs shall be submitted to the City with the invoices pertaining to the time period covered by the logs, as well as any documentation verifying Security guard check-in at designated checkpoints. The Contractor understands that Contractor shall not be paid if the guard sign-in log, personnel time logs, and the invoices do not agree.

19.0 MAKING ROUNDS:

19.1 Contractor shall use a security guard electronic web-based tour patrol system to ensure security guards are making their rounds. Contractor shall give scanner reports to facility managers on a daily basis. The Contractor shall be responsible for purchasing the security guard electronic web-based tour patrol system and providing tour reports to the Security Management Division upon demand and at no cost to the City.

20.0 ABSENCE REPORTS:

20.1 Contractor shall orally report the absence of any security guard from an assigned post or position to the Director or designee. This report shall not be made later than five minutes after the start of the reporting time for the post or position. The report shall include the name of the absent security guard, the post or position affected and Contractor's efforts to meet the security needs of the City. A relief guard or supervisor shall immediately fill the vacancy until other arrangements are made.

21.0 DAILY ACTIVITY REPORTS:

21.1 Contractor shall ensure that site supervisor officers or security guards submit an approved written shift report (Daily Activity Report) to the facility manager for every shift worked. The daily activity report should include a log of activity occurring during the tour of duty. Particular note should be made of unusual incidents or activity.

22.0 SIGN-IN SHEETS:

22.1 Contractor shall, on non-event days, ensure that all persons entering the facility enter at the front door and sign in at the front desk. In addition, guests must be authorized to enter the facility by a City employee or authorized contractor. During event days, Contractor shall use its best efforts to ensure that unauthorized persons do not enter the facility. If any conflict arises, Contractor shall notify the facility manager immediately.

23.0 WEEKLY WORK SCHEDULES:

- 23.1 Contractor shall submit weekly work schedules, for each of the facilities, to the Director or designee, prior to the beginning of each week. Facility managers may request that Contractor adjust the weekly work schedules. Director' requests may be made either orally or in writing.

24.0 IDENTIFICATION CARD REQUIREMENTS:

- 24.1 All security guard s shall be required to carry and have clearly displayed on their person, a photo identification (ID) card (commission or registration), issued by the Contractor, at all times when on City property. This card shall include the company name, first and last name of officer, with the name typewritten or printed in black, a recent photograph of the employee, and the date of completion of commission class.
- 24.2 In accordance with this agreement all security guard s shall maintain at all times and on their person a valid Texas Security ID issued by the Texas Department of Public Safety Private Security Bureau while working on City of Houston property.
- 24.3 In accordance with the City of Houston Executive Order No. 1-37, as amended from time-to-time, all security guard s assigned to work on City of Houston property shall possess and maintain a City of Houston issued contractor ID. Upon separation, the security guard 's ID shall immediately be returned to the Office of Security Management for deactivation and verification. For security guard s assigned at HAS, all contacted personnel shall be badged at the airport. They will need specific types of access that will be determined based on the job they are performing.
- 24.4 A copy of the actual commission cards, for commissioned officers, shall be held by the Contractor for a minimum of 6 months after the security guard becomes commissioned and shall be available for inspection, upon request, by the Director or designee.
- 24.5 In addition, the Director or designee may at any time ask the Contractor to submit to the Director or designee a list of all security guards working on any specified day, for a random check of commission verification.

25.0 LIQUIDATED DAMAGES:

- 25.1 **Understanding** - Contractor and City agree that the security guard services should be provided in an effective and efficient manner to ensure the security services provided to the public and City are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that in the event the requirements of this Agreement and Exhibits attached thereto are not complied with the City may assess liquidated damages for non-compliance, and the amount of any such liquidated damages may be deducted from payments otherwise due to the Contractor. The parties agree that the amount of actual damages resulting from Contractor's non-compliance may be difficult to ascertain and both parties agree that the liquidated damages assessed are reasonable and are not a penalty.
- 25.2 If the parties cannot agree on the amount of liquidated damages, the matter shall be referred to the City Legal Department whose decision shall be final and binding for both parties.
- 25.3 Under no circumstances shall liquidated damages assessed against the Contractor exceed \$350,000.00 in any given agreement year or Renewal year. Nothing herein shall limit or affect the City's rights of termination.

25.4 **Concept** - Failure to comply with the requirements of this agreement and more specifically this **Exhibit A** may result in two types of conditions: correctable and non-correctable.

25.4.1 Correctable incidents of non-compliance are those of a nature that the non-compliance requires correction and City has suffered no monetary loss. In these cases, the Contractor shall receive written notice of the details of non-compliance. The Contractor shall have 24 hours in which to correct the unsatisfactory condition (or initiate action to have the unsatisfactory condition corrected if it is unreasonable to expect correction within 24 hours and respond to the Director or designee in writing of the corrective action taken. In the event the unsatisfactory condition is not corrected (or action initiated where appropriate), the liquidated damages shall be applied. The 24 hour notice period shall begin when written notice is delivered to the Contractor's appropriate employee.

25.4.2 **Repeat Conditions** – Upon the third and each additional instance of a repeated non-compliance with a correctable condition within a rolling 90 day period, the Contractor shall pay the liquidated damages with no opportunity to correct the unsatisfactory condition.

25.4.3 The non-correctable condition is one in which the result of the condition cannot be corrected, e.g., scheduled security guard s not reporting for duty. In those instances, Contractor shall be notified in writing of the details of non-compliance and allowed an opportunity to respond. The applicable liquidated damages shall be applied at the discretion of the Director or designee.

25.5 **Inspection Rights** - City reserves the right to inspect facilities, procedures, personnel performance, and compliance with any requirement of this agreement an unlimited number of times and assign multiple liquidated damage assessments for non-compliance if not corrected as stipulated herein. Such liquidated damage assessments to accrue for each 24 hour period the condition continues to exist.

25.6 Correctable conditions include but are not limited to:

25.6.1 Failure to submit to Director or designee all training material for approval.
Liquidated Damages – one thousand dollars (\$1,000.00) per occurrence.

25.6.2 Allowing employee who has not completed training to work without supervision.
Liquidated Damages - one hundred dollars (\$ 100.00) per employee per day.

25.6.3 Failure of employees to be in uniform or to be lacking essential equipment (e.g., radios, identification badge).
Liquidated Damages - Seventy-Five dollars (\$75.00) per occurrence.

25.6.4 Lack of familiarity with post orders, or facility layout, amenities or services.
Liquidated Damages - Seventy-Five dollars (\$75.00) per occurrence.

25.6.5 Failure to provide written daily activity report each day.
Liquidated Damages - Seventy-Five dollars (\$75.00) per occurrence.

25.6.6 Failure to provide weekly work schedule on time.
Liquidated Damages - Seventy-Five dollars (\$75.00) per occurrence.

Notice to Contractor of non-receipt of any required report may be made by telephone or orally.

25.7 Non-Correctable Conditions include but are not limited to:

- 25.7.1 Failure of Contractor to have a post staffed as scheduled.
Liquidated Damages - Contractor shall be periodically tested by the Department staff on their performance in this area. Deficiencies may result in, among other things, a charge of seventy-five dollars (\$75.00) per hour for each hour or any portion thereof during which the post remains unmanned, per occurrence.
- 25.7.2 Contractor employee asleep while on duty.
Liquidated Damages - A charge of seventy five dollars (\$75.00) per hour for each hour or any portion thereof during which the Contractor's employee was found asleep, per instance. Contractor's employees found sleeping on duty shall be replaced immediately.
- 25.7.3 Failure to provide adequate guard sign-in log documentation showing Contractor's employee worked number of hours charged to City.
Liquidated Damages - one hundred dollars (\$ 100.00) per occurrence plus refund of the amount charged for undocumented hours.
- 25.7.4 Contractor shall be accountable when required to open or close a facility at a pre-scheduled time, contractor shall be held accountable for any losses incurred by the City of Houston.
Liquidated Damages - Deficiencies may result and include, among other things, a charge of seventy-five dollars (\$75.00) per hour for each hour or any portion thereof during which the post remains unmanned, per instance, plus any associated cost to make the City of Houston whole.
- 25.7.5 Contractor shall provide CJIS compliant security guard s for all assignments where required by the Director or designee (see current facility lists HPD, HFD, HEC and Health).
Liquidated Damages - Failure to provide CJIS compliant security guards will result in a charge of one thousand dollars (\$1,000.00) per each occurrence.
- 25.7.6 Contractor shall be responsible to maintain the integrity of any keys, access cards or alarm codes as assigned to perform assigned duties.
Liquidated Damages - If failure to maintain the integrity of assigned equipment by the City of Houston is found, said deficiencies may result and include, among other things, a charge of seventy-five dollars (\$75.00) per incident plus the associated cost to make the City of Houston whole.
- 25.7.7 Agent, supervisor or manager fails to respond within 30 minutes from request.
Liquidated Damages - Seventy-Five dollars (\$75.00) per occurrence.
- 25.7.8 Failure of contractor to adjust, correct or resolve disputed invoices within 14 days.
Liquidated Damages - One Hundred dollars (\$100.00) per occurrence.
- 25.7.9 Failure to assign a security guard with valid CPR/AED training.
Liquidated Damages - one hundred dollars (\$ 100.00) per employee per week.
- 25.7.10 Failure to provide training materials and or document listing officer received all articles the security guard is to be equipped with under this contract.
Liquidated Damages – Seventy Five dollars (\$ 75.00) per employee per day.

- 25.7.11 Failure to inspect on site all shifts weekly and all posts weekly.
Liquidated Damages - one hundred dollars (\$100.00) per post per week.
- 25.7.12 Failure to assign a security guard with a State of Texas Private Security Bureau registration appropriate to their assignment.
Liquidated Damages – one thousand dollars (\$1000.00) per employee per day.
- 25.7.13 Failure to provide documents such as time sheets, invoices, proof of insurance and/or other documents required to enforce this contract within seven days of notice upon 24 hours notice.
Liquidated Damages – five hundred dollars (\$ 500.00) per day until requested articles are delivered.

25.8 Adjustments to Invoices for Failure to Provide Required Coverage

- 25.8.1 City and Contractor agree that the City shall suffer damages if the Contractor fails to provide the exact number of Security guard s, at the exact times and locations specified by City in accordance with this Agreement and that the amount of damages shall be difficult or impossible to determine, in order to provide a reasonable mechanism to compensate City for its damages, Contractor shall pay an amount to be calculated monthly in accordance with Section 25.8.2, provided written or oral notice is provided the Contractor as soon as reasonably possible within 48 hours and documentation of deduction is provided to the Contractor within 10 days of the event causing the deduction.
- 25.8.2 If Contractor shall fail to provide required coverage of any shift, the Contractor shall forfeit any and all compensation due it per hourly rate per Officer per hour therefor. The Contractor shall have deducted from the invoice(s) and retained by the City an amount equal to the number of hours not covered, per hourly rate per Officer per hour for so long as the post(s) shall remain uncovered. Additionally, the City shall charge back to the Contractor or deduct from payment the actual cost incurred for supplying a City of Houston employee to replace a security guard who has failed to staff his or her post.
- 25.8.3 The City shall determine hours missed by the Contractor by the four following methods: (1) City shall conduct on-site inspections to see if posts are filled; (2) City shall monitor Daily Activity Reports (DARs); (3) City shall review Contractor's field supervisor reports; and (4) City shall review the time cards for those posts requiring clock rounds, if any, and if the Officers fail to clock in, the City shall consider this as evidence that the officers were not at their post.

26.0 SALARIES FOR CONTRACTOR EMPLOYEES AND SUBCONTRACTORS:

- 26.1 Contractor shall provide cost estimates for hours of operation, including estimates for business hours, Emergency hours, and Holidays. Security guard s shall be required to remain on-site for the entire eight hour shift(s).
- 26.2 In order to maintain the highest quality level of professional security guard services, Contractor shall ensure employees and subcontractors are compensated at, or above, the following minimum salary levels:

26.3 WAGE BASE:

First Year	
Description/Position Title	Minimum Hourly Wage
Unarmed Security Guard	\$ 11.25
Armed Security Guard	\$ 12.75
Armed Roving Patrol Security Guard	\$12.75
Field Supervisor Officer/Sergeant	\$ 12.75
Lieutenant Shift Supervisor	\$13.75
Captain Site Supervisor Officer	\$ 14.50
Project Manager	\$ 16.25
Control Room Operator	\$13.00
Special Event Officer (Unarmed)	\$16.88
Special Event Officer (Armed)	\$17.88
Special Event Supervisor	\$21.75

Second Year	
Description/Position Title	Minimum Hourly Wage
Unarmed Security Guard	\$11.50
Armed Security Guard	\$13.00
Armed Roving Patrol Security Guard	\$13.00
Field Supervisor Officer/Sergeant	\$13.00
Lieutenant Shift Supervisor	\$14.00
Captain Site Supervisor Officer	\$14.75
Project Manager	\$16.50
Control Room Operator	\$13.25
Special Event Officer (Unarmed)	\$17.25
Special Event Officer (Armed)	\$18.25

Special Event Supervisor	\$22.13
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Third Year	
Description/Position Title	Minimum Hourly Wage
Unarmed Security Guard	\$11.75
Armed Security Guard	\$13.25
Armed Roving Patrol Security Guard	\$13.25
Field Supervisor Officer/ Sergeant	\$13.25
Lieutenant Shift Supervisor	\$14.25
Captain Site Supervisor Officer	\$15.00
Project Manager	\$16.75
Control Room Operator	\$13.50
Special Event Officer (Unarmed)	\$17.63
Special Event Officer (Armed)	\$18.63
Special Event Supervisor	\$22.50

First Option Year (Year Four)	
Description/Position Title	Minimum Hourly Wage
Unarmed Security Guard	\$12.00
Armed Security Guard	\$13.50
Armed Roving Patrol Security Guard	\$13.50
Field Supervisor Officer/Sergeant	\$13.50
Lieutenant Shift Supervisor	\$14.50
Captain Site Supervisor Officer	\$15.25
Project Manager	\$17.00
Control Room Operator	\$13.75

Special Event Officer (Unarmed)	\$18.00
Special Event Officer (Armed)	\$19.00
Special Event Supervisor	\$22.88

Second Option Year (Year 5)	
Description/Position Title	Minimum Hourly Wage
Unarmed Security Guard	\$12.25
Armed Security Guard	\$13.75
Armed Roving Patrol Security Guard	\$13.75
Field Supervisor Officer/Sergeant	\$13.75
Lieutenant Shift Supervisor	\$14.75
Captain Site Supervisor Officer	\$15.50
Project Manager	\$17.25
Control Room Operator	\$14.00
Special Event Officer (Unarmed)	\$18.38
Special Event Officer (Armed)	\$19.38
Special Event Supervisor	\$23.25

26.4 Contractor shall pay time-and-half at Contractor's expense to all security guards who work during a Holiday. Additionally, Contractor shall pay straight time at Contractor's expense to all security guard s normally scheduled during a holiday where the facility is closed or services are reduced for the security guard 's canceled shift or canceled portion of a shift.

27.0 ADDITIONS AND DELETIONS:

27.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the contract "Fees and Costs" schedule.

28.0 CONTRACTOR'S PHASE-OUT:

- 28.1 The Contractor recognizes that the services provided by the agreement are vital to the City's overall efforts to provide safe and efficient facility operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the agreement a successor may continue these services; that its successor contractor shall need phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.
- 28.2 Accordingly, Contractor shall be required to provide Phase-Out services for up to 30 days prior to contract expiration to its successor contractor at no extra charge to the City. Phase-Out orientation shall comprise a maximum of 30 working days, 8 hours per day. Orientation may include system operations procedures, record keeping, reports, and procurement procedures, etc. Contractor shall be totally responsible for providing the services called for by the Agreement during the Phase-Out period. Contractor agrees to cooperate with its successor contractor in allowing as many personnel as practical to remain on the job in order to enhance the continuity and consistency of the services in the Agreement. Contractor agrees to disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees, provided Contractor obtains the consent of said employees to disclose their personnel file records and to conduct such interviews and provided such disclosure and interviews are conducted in accord with all applicable laws, statutes, rules, regulations, and ordinances which have been passed, enacted or promulgated by any governmental body having jurisdiction over such matters.

29.0 SECURITY SERVICES AT A CITY BUILDING DURING SPECIAL EVENTS:

- 29.1 The City shall coordinate all security guard services for any public or private event held at or in conjunction with a Facility. For purposes of this section, the term "Clients" refers to the department, person, organization or entity holding the public or private event.
- 29.2 Notwithstanding the foregoing, Contractor's security guards shall not allow clients, or their agents, employees, guests or invitees access to secured areas of the Facilities at any time.
- 29.3 The form of the Contractor's written agreement with the City's Clients shall be subject to the prior written approval of the City Attorney.

30.0 SEVERE WEATHER AND OTHER EMERGENCY CONDITIONS:

- 30.1 Security guards are considered "Essential Employees" as defined on Page 3, Section 3.2.2 in Administrative Procedure 2-3 Severe Weather and Other Emergency Conditions (as revised from time-to-time). Security guards will be compensated at their overtime rate (i.e. Special Event rates in Exhibit B, Section 26.3) during the severe weather conditions or other emergency situations. The overtime rate will begin when the Mayor declares conditions exist such that only emergency services or limited City services are open to the public. The overtime rate will end when the severe weather or other emergency situation subsides and non-essential employees are instructed to return to work.

31.0 DUTIES OF CONTROL ROOM OPERATOR:

- 31.1 Contractor's control room operator shall be responsible for the following tasks:

- (a) Use a computer-aided dispatch system to receive non-emergency calls requesting security services.
- (b) Determine the nature and location of the non-emergencies.
- (c) Determine priorities of calls and dispatch security units as necessary and in accordance with established procedures.
- (d) Maintain contact with all units on assignment in the field.
- (e) Maintain status and location of security units.
- (f) Enter, update and retrieve information from a variety of computer systems.
- (g) Process requests for information from security personnel.
- (h) Monitor several public safety radio frequencies.
- (i) Operate a variety of communications equipment, including radio consoles, telephones and computer systems.

31.2 In addition to the tasks listed above, this position performs both basic and complex clerical duties, including but not limited to:

- (a) Preparing and maintaining accurate records and logs of all radio transmissions, telephone calls and other records, files and information systems.
- (b) Performing data-entry tasks in order to process or update information accurately via a computer program.
- (c) Operate a computer inquiry terminal to obtain information on persons and vehicles through related database systems.
- (d) Answer questions and provide information as requested.
- (e) Make entries into automated record files.
- (f) Relate information effectively to those contacted in the course of work.
- (g) Prepare reports as required or requested.
- (i) Display good judgment and sound decision making in both routine and high stress situations.
- (j) Manage and monitor Closed Circuit Television (CCTV) equipment.
- (k) Other duties as assigned.

32.0 PARKING AND TRANSPORTATION:

32.1 Contractor will pay for parking or provide METRO bus passes for security guards and supervisors who work at City facilities in the downtown district.

33.0 HOUSTON AIRPORT SYSTEM SECURITY GUARD POST ORDERS/SPECIFICATIONS:

33.1 Attachments for Airport Operations and Security Post Orders for two Security Inspection Booths, FIS Loading Dock Post Orders, All Loading Docks Post Orders, SIDA/AOA Gates Post Orders, ALL TSA Checkpoints Post Orders, TSA Checkpoint Post Orders Training Supplement, Dock Post Orders Training Supplement and SIDA/AOA Gate Post Orders Training Supplement.

AS 04/09/2015

INTRODUCTION

Actions Required by Airport Operators Regulated Under Title 49, CODE Of Federal Regulations (CFR) 1542.

Airport Operations and Security Post Orders for the two Security Inspection booths located on the East and West sides in the Secured/SIDA areas at William P. Hobby Airport.

General Post Order Procedures will specify what is expected of the Security Officers and translates the Houston Airport System and the Transportation Security Administration (TSA) security requirements into written instructions.

Post Orders include a “checklist” and more “detailed instructions”. The checklist should be read and adhered to on every shift by each Security Officer, and the detailed instructions must be reviewed periodically for updates and/or corrections.

Occasionally, HOU Management may add information to highlight temporary changes, one-time events, and special instructions. On a day-to-day basis, your Shift Supervisor will remind you to review any pages highlighting temporary changes, one-time events, and special instructions.

Each Security Officer who works this post is responsible for being fully familiar with and responsive to these Post Orders.

**BUSH INTERCONTINENTAL AIRPORT (IAH)
SECURITY GUARD POST ORDERS
FOR
THE FIS LOADING DOCK
Effective 06/15/2011**

In The Event of an Emergency Contact the ACC at (281) 230-1300 or 30-1300

I. PURPOSE

To establish procedures for the IAH FIS loading dock during periods of heightened security as directed by the Department of Homeland Security/ Transportation Security Administration.

II. POLICY APPLICABILITY

All persons authorized by the IAH Airport Security Coordinator to perform security duties at the IAH FIS loading dock.

III. DEFINITIONS

- A. **ACC:** Airport Communications Center (Includes RACOM and **C-3 Dispatch**).
- B. **Escort:** To accompany or monitor the activities of an individual who does not have unescorted access authority into or within a sterile area or SIDA.
- C. **Controlled Portal:** Any door that is closed, locked, and/or monitored in a manner sufficient to prevent unauthorized movement through the door. In the case of an emergency egress door, one that is sufficiently alarmed so that building occupants are alerted to and can take appropriate action when unauthorized egress occurs.
- D. **CBP Area:** Those areas designated by the Department of Homeland Security/ Customs Border Patrol as an international area that requires personnel within the area to be cleared by Customs prior to entry.

IV. Regulations Specific to Customs Border Patrol (CBP) Areas

- A. No person may enter or be present within a CBP area without CBP clearance. The “**B**” designator on the HAS ID badge denotes personnel who hold a clearance.
- B. No person may be escorted into a CBP regulated area without authorization from a CBP official.
- C. All persons without a “**B**” designator on their IAH ID badge must either be escorted by a CBP official or report to the Customs office at the arrivals level of the FIS building across from Starbucks in order to obtain a visitor’s pass.
- D. Persons violating CBP rules and regulations are subject to sanction by CBP as well as HAS/TSA.

IV. PROCEDURES

A. General Security Guard Duties

1. Security guards are representatives of the Houston Airport System – IAH Airport Security and shall conduct themselves in a professional, alert, and courteous manner at all times. In addition the security guard shall:
 - a. Conduct inspections of IAH access control badge media at all portals in their area.
 - b. Enforce escort procedures and log all escorts in accordance with both IAH and CBP regulations.
 - c. Ensure individuals do not use the dock area to enter the CBP area with intent to board an aircraft **when off duty**.
 - d. Monitor the dock area for unattended vehicles, and ensure vehicles are parked only in authorized locations.
 - e. Patrol the loading dock area periodically to ensure that all controlled portals are secured.
 - f. The IAH security guard **MUST** perform inspections of all bags or containers (**purses, lunch kits, backpacks, boxes, etc.**) being transported through a controlled portal within the dock area for the detection of weapons **such as firearms and explosives**. Tools and other items **necessary for the operation** of IAH shall be permitted.
 - i. The only individuals exempted from this procedure are on duty LEOs to include **Federal Air Marshalls** in possession of their HAS ID access media.
2. Security guards working between 2200 hours and 0600 hours must use their individual IAH access control media on a card reader in their assigned location every half hour in order to ensure that the guard is alert and properly standing at his/her post.
3. Security guards shall report any irregularities, suspicious vehicles, and/or suspicious persons to the ACC. All other questions shall be directed to the security guard's supervisor.
4. Personal electronic devices excluding personal cell phones are prohibited. The use of Bluetooth's and headphones unless authorized are prohibited. Connecting anything other than City of Houston issued equipment to City of Houston issued laptops is prohibited

**BUSH INTERCONTINENTAL AIRPORT (IAH)
SECURITY GUARD POST ORDERS
FOR
ALL LOADING DOCKS
Effective 06/15/2011**

In The Event of an Emergency Contact the ACC at (281) 230-1300 or 30-1300

V. PURPOSE

To establish procedures for IAH loading docks during periods of heightened security as directed by the Department of Homeland Security/ Transportation Security Administration.

VI. POLICY APPLICABILITY

All persons authorized by the IAH Airport Security Coordinator to perform security duties at the IAH loading docks.

VII. DEFINITIONS

- A. **ACC:** Airport Communications Center (Includes RACOM and **C-3 Dispatch**).
- B. **Escort:** To accompany or monitor the activities of an individual who does not have unescorted access authority into or within a sterile area or SIDA.
- C. **Controlled Portal:** Any door that is closed, locked, and/or monitored in a manner sufficient to prevent unauthorized movement through the door. In the case of an emergency egress door, one that is sufficiently alarmed so that building occupants are alerted to and can take appropriate action when unauthorized egress occurs.
- D. **Sterile Area:** A portion of an airport that provides passengers access to boarding aircraft and to which the access generally is controlled by TSA through the screening of persons and property.

VIII. IAH BADGE HOLDER CLASSIFICATIONS

- E. **Aircraft Operator:** a person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of aircraft, or on any part of the surface of an airport. For the purposes of this document the Aircraft Operator group shall include all persons contracted to perform services for the benefit of the Aircraft Operator such as mechanics, **cleaning crews**, flight crews, etc.
- F. **Airport Operator:** The Houston Airport System and its employees.
- G. **Airport Tenant:** Any person that has an agreement with the Houston Airport System to conduct business on airport property in the sterile area. Airport tenants include **restaurants, specialty stores, kiosks, and concessionaires (i.e. Starbucks, McDonalds, Brookstone, etc.)**.
- H. **Construction Crews:** Personnel contracted by one of the other classifications to perform construction services.
- I. **LEO:** Any Federal, State, or local government **Law Enforcement Officer**.

- J. **Vendor:** An individual who offers **external** sales and support service (deliveries) for the operation of airport tenants. Individuals who enter the airport to **re-stock vending machines, ATM machines, and similar machines, or re-supply airport tenants with water or other materials** are considered vendors (i.e. UPS, FedEx, a bread/milk delivery person). **A vendor would not be an air carrier or concessionaire.** For the purpose of this post order, employees who work **directly** for an Airport Tenant are **NOT** considered vendors.

V. PROCEDURES

A. General Security Guard Duties

2. Security guards are representatives of the Houston Airport System – IAH Airport Security and shall conduct themselves in a professional, alert, and courteous manner at all times. In addition the security guard shall:
 - e. Conduct inspections of IAH access control badge media at all portals in their area.
 - f. Enforce escort procedures and log all escorts.
 - g. Ensure **Airport Tenants** do not use the loading docks to report to work.
 - h. Ensure individuals do not use the dock area to enter the sterile area with intent to board an aircraft **when off duty**.
 - i. Monitor the dock area for unattended vehicles, and ensure vehicles are parked only in authorized locations.
 - f. Patrol the loading dock area periodically to ensure that all controlled portals are secured.
 - g. Regardless of the classification of an individual entering the dock locations (**with only the subsequent exemption**), the security officer **MUST** perform inspection of all bags or containers (**purses, lunch kits, backpacks, boxes, etc.**) being transported through a controlled portal within the dock area for the detection of weapons **such as firearms and explosives**. Tools and other items **necessary for the operation** of IAH **shall** be permitted.
 - ii. The only individuals exempted from this procedure are **on duty LEOs** to include **Federal Air Marshalls** in possession of their HAS ID access media.
5. Security guards working between 2200 hours and 0600 hours must use their individual IAH access control media on a card reader in their assigned location every half hour in order to ensure that the guard is alert and properly standing at his/her post.
6. Security guards shall report any irregularities, suspicious vehicles, and/or suspicious persons to the ACC. All other questions shall be directed to the security guard's supervisor.
7. Personal electronic devices excluding personal cell phones are prohibited. The use of Bluetooth's and headphones unless authorized are prohibited. Connecting anything other than City of Houston issued equipment to City of Houston issued laptops is prohibited

**BUSH INTERCONTINENTAL AIRPORT (IAH)
SECURITY GUARD POST ORDERS
FOR
SIDA/AOA GATES
Effective 06/15/2011**

In The Event of an Emergency Contact the ACC at (281) 230-1300 or 30-1300

IX. PURPOSE

To establish procedures for IAH SIDA/AOA gates during periods of heightened security as directed by the Department of Homeland Security/ Transportation Security Administration.

X. POLICY APPLICABILITY

All persons authorized by the IAH Airport Security Coordinator to perform security duties at the IAH SIDA/AOA gates.

XI. DEFINITIONS

- A. **ACC:** Airport Communications Center (Includes RACOM and **C-3 Dispatch**).
- B. **Escort:** To accompany or monitor the activities of an individual who does not have unescorted access authority into or within a sterile area or SIDA.
- C. **Security Identification Display Area (SIDA):** A portion of an airport, specified in the airport security program, in which security measures specified in Part 1542 are carried out. The Secured Identification Display Area is more specifically delineated in attachments to the Airport's ASP.
- D. **Air Operations Area (AOA):** A portion of an airport, specified in the airport security program, in which security measures specified in Part 1540 are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, for use by aircraft regulated under 49 CFR part 1544 or 1546, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. Portions of the AOA may concurrently have more restrictive and controlled designations. The AOA is more specifically delineated in attachments to the Airport's ASP.

XII. Entry Procedures

- A. The IAH security guard shall control access to his/her assigned SIDA/AOA entry point according to the following:
 - 1. No pedestrian traffic may be permitted through vehicle access points **unless approved by the Transportation Security Administration**.
 - 2. The driver of the vehicle must have driving privileges enumerated by the "**D**" designator on the face of the IAH access media, or the vehicle must be escorted by another vehicle who's **driver has the "D" designator** on his/her HAS ID access control media and **has escort privileges** (reference the "**Enforcement of Escort Procedures and Escort Documentation**" section for further information).

XIII. PROCEDURES

A. General Security Guard Duties

3. Security guards are representatives of the Houston Airport System – IAH Airport Security and shall conduct themselves in a professional, alert, and courteous manner at all times. In addition the security guard shall:
 - j. Conduct inspections of IAH access control badge media.
 - k. Enforce escort procedures and log all escorts.
 - l. Enforce stop and wait procedures.
 - d. Perform security and safety inspections of vehicles entering SIDA/AOA gates, save and except for the following **exemptions**:
 - i. Airport crash fire rescue vehicles.
 - ii. Marked airport operations (**Houston Airport System**) vehicles.
 - iii. Federal, State and local law enforcement vehicles.
 - iv. Marked U.S. Federal Government agency vehicles.
8. Security guards working between 2200 hours and 0600 hours must use their individual IAH access control media on a card reader in their assigned location every half hour in order to ensure that the guard is alert and properly standing at his/her post.
9. Security guards shall report any irregularities, suspicious vehicles, and/or suspicious persons to the ACC. All other questions shall be directed to the security guard's supervisor.
10. Personal electronic devices excluding personal cell phones are prohibited. The use of Bluetooth's and headphones unless authorized are prohibited. Connecting anything other than City of Houston issued equipment to City of Houston issued laptops is prohibited

**BUSH INTERCONTINENTAL AIRPORT (IAH)
CONTRACT SECURITY GUARD POST ORDERS
FOR
ALL TSA CHECKPOINTS
Effective 06/15/2011**

In The Event of an Emergency Contact the ACC at (281) 230-1300 or 30-1300

XIV. PURPOSE

To establish procedures for the Transportation Security Administration (TSA) security checkpoints during periods of heightened security as directed by the Department of Homeland Security/ TSA.

XV. POLICY APPLICABILITY

All persons authorized by the IAH Airport Security Coordinator to perform security duties at a TSA security checkpoint while the checkpoint is not in operation.

XVI. DEFINITIONS

- A. **ACC:** Airport Communications Center (Includes RACOM and **C-3 Dispatch**).
- B. **Escort:** To accompany or monitor the activities of an individual who does not have unescorted access authority into or within a sterile area or SIDA.
- C. **Controlled Portal:** Any door that is closed, locked, and/or monitored in a manner sufficient to prevent unauthorized movement through the door. In the case of an emergency egress door, one that is sufficiently alarmed so that building occupants are alerted to and can take appropriate action when unauthorized egress occurs.
- D. **Sterile Area:** A portion of an airport that provides passengers access to boarding aircraft and to which the access generally is controlled by TSA through the screening of persons and property.

VI. PROCEDURES

a. Staffing Regulations

- i. **TSA personnel MUST** staff the TSA checkpoints while the checkpoints are **operational**.
- ii. When the IAH security guard arrives at his/her designated post for duty, he/she must inform the TSA supervisor that he/she is on site and then remain on standby to staff the checkpoint as soon as TSA completes all operations at the checkpoint.
- iii. The IAH security guard shall staff the checkpoint as soon as he/she visually observes or is informed by TSA that all operations at the checkpoint have ceased.

b. General Security Guard Duties

- 4. The IAH security guard shall not staff any TSA security checkpoint while the checkpoint is in operation.
- 5. Security guards are representatives of the Houston Airport System – IAH Airport Security and shall conduct themselves in a professional, alert, and courteous manner at all times. In addition the IAH security guard shall:

- m. Conduct inspections of IAH access control badge media and log all personnel entering the area.
 - n. Enforce escort procedures and log all escorts.
 - o. Ensure **Airport Tenants** do not report to work through the security checkpoint while the checkpoint is not in operation.
 - p. Ensure individuals do not use the security checkpoint to enter the sterile area to board an aircraft with intent to fly while the security checkpoint is not in operation.
 - i. The only individuals exempted from this procedure are **on duty** pilots and flight crew reporting to their assigned aircraft.
 - ii. Participants of the Federal Flight Deck Officer program must enter the sterile area through an operational TSA security checkpoint.
 - q. The IAH security guard **MUST** perform inspection of all bags or containers (**purses, lunch kits, backpacks, boxes, etc.**) being transported through the security checkpoint for the detection of weapons **such as firearms and explosives**. Tools and other items **necessary for the operation** of IAH **shall** be permitted.
 - iii. The only individuals exempted from this procedure are **on duty LEOs** to include **Federal Air Marshalls** in possession of their HAS ID access media.
6. Security guards working between 2200 hours and 0600 hours must use their individual IAH access control media on a card reader in their assigned location every half hour in order to ensure that the guard is alert and properly standing at his/her post.
7. Security guards shall report any irregularities, suspicious vehicles, and/or suspicious persons to the ACC. All other questions shall be directed to the security guard's supervisor.
8. Personal electronic devices excluding personal cell phones are prohibited. The use of Bluetooth's and headphones unless authorized are prohibited. Connecting anything other than City of Houston issued equipment to City of Houston issued laptops is prohibited.

TSA Checkpoint Post Order Training Supplement

In The Event of an Emergency Contact the ACC at (281) 230-1300 or 30-1300

I. Inspection of IAH Access Control Media

- A. Security guards must conduct inspections of IAH access control badges and **log all persons entering the TSA checkpoint** when the checkpoint is not in operation:
1. The security guard must inspect the badge of all persons attempting to gain access to the checkpoint to ensure that **the person pictured on the badge is the person in possession of the badge**, the badge is **not expired**, the badge exhibits **no evidence of tampering**, and the badge is **not listed on the stop list**.
 2. If the badge **does not pass** inspection the security guard shall instruct the badge holder to hand over the badge and then immediately report the badge to the ACC at extension **30-1300**.
 - a. Should the badge holder refuse to surrender a badge after a failed inspection, the security guard shall instruct the person to wait at the checkpoint location and immediately file a report with the ACC. The security guard shall provide the ACC with as much information as possible about both the badge and the person in possession of the badge to include the **time** of the inspection, the **name** on the badge, and a detailed **description of the person** holding the badge. Should the person leave the checkpoint area after the guard instructed them to wait, the security guard shall also report the persons last known **direction of travel**.
 3. If the badge **passes inspection**, the security guard shall allow the individual to access the checkpoint **so long as all other requirements of the post orders have been met**.
- B. The security guard shall ensure no person entering a controlled portal at the checkpoint is **tailgating** or **piggybacking**. A person is **NOT** tailgating or piggybacking so long as they use their individual IAH access control badge on the card reader at the controlled portal and the card reader allows access (**turns green for two or more seconds – a fast blink of green straight to red is NOT a valid card read**). Tailgating and piggybacking are defined by HAS O.I. 05-03 as follows:
1. **Piggybacking**: When one or more individuals, who are holders of an HAS ID Badge, follow another individual through a controlled access point **without using their own ID Badge**, Security Key or PIN Number (**unless they are under proper escort procedures and have a legitimate need to move through that portal**) to activate/operate and/or record their movement using the portal access device.
 2. **Tailgating**: When one or more individuals, who are **NOT** holders of an HAS authorized ID Badge, follow another HAS ID Badged individual through a controlled access point (**unless they are under proper escort procedures and have a legitimate need to move through that portal**).

****Note** Failure to challenge a person who is tailgating or piggybacking is a violation of HAS O.I. 05-03.**

II. Enforcement of Escort Procedures and Escort Documentation

- A. Any red, **yellow** or blue HAS ID badge holder may escort **non-badged** individuals into the controlled area.
- B. Individuals possessing a white, brown, green, or orange ID badge do **NOT** have escort privileges.
- C. Under-badged escorts are authorized. **Under-badged** is defined as not having ID Badging and access rights of the appropriate level for accessing, being in, and/or remaining in an area unescorted. Under-badged individuals must always be under constant escort by an individual with HAS authorized escort authority who is able to maintain visual/physical control of the escort, when in an area for which they do not have authorized access. **Examples:**
 - 1. A white badge holder does not have access through the checkpoint exit lane door. A red, yellow, or blue badge holder who has badge access to the checkpoint exit lane door may escort the white badge holder into the sterile area (**see restriction for Airport Tenants**).
 - 2. A yellow badge holder does not have access through the checkpoint exit lane door. A red, yellow, or blue badge holder who has badge access to the checkpoint exit lane door may escort the yellow badge holder into the sterile area (**see restriction for Airport Tenants**).
- D. The security guard shall enforce all escort procedures as follows:
 - 1. The persons under escort must have in their possession a **government** issued photo I.D. (i.e. Drivers License, State issued Identification Card, Military I.D., Passport, etc) while under escort in a dock area.
 - 2. The person performing the escort must ensure escorted persons remain within “**sight and sound**” of the persons under escort.
 - 3. The person performing the escort must remove the persons under escort from the controlled area once their work is completed.
 - 4. Only those individuals in physical possession of their approved HAS ID badge may escort individuals who do not have access authority into the sterile area. Individuals issued but not in **physical** possession of their HAS ID badge may not, under any circumstances, escort or be escorted.
 - 5. In the event of a violation, the security guard shall instruct the violator and the persons under escort to wait at the checkpoint and immediately file a report with the **ACC** at 30-1300. The security guard shall provide the ACC with as much information as possible about all persons involved in the violation to include the **time** of the violation, the **name** of the violator, and a detailed **description of all persons involved**. Should any person leave the checkpoint area after the guard instructed them to wait, the security guard shall also report that persons last known **direction of travel**.
- E. The security guard shall document all escorts at the dock location on the designated escort log. All escort logs must be neat, legible, and maintained throughout the shift. The log shall be turned in at the end of the shift to the designated security personnel (i.e. a security supervisor).

III. Employees Reporting to Work

- A. The security guard must ensure that **Airport Tenants** do not use the checkpoint exit lanes to report to work when the checkpoint is not in operation. The term Airport Tenant means any person that has an agreement with the Houston Airport System to conduct business on airport property in the sterile area. Airport tenants include restaurants, specialty stores, kiosks, and concessionaires.
1. The term "airport tenant" does not include an **aircraft operator or its employees**.
 2. This term does not include **Federal, State, and local government (HAS Employees) officials**.
 3. This term does not include **construction crews**.
 4. **Most** vendors are **NOT** Airport Tenants. Vendor means an individual who offers **external** sales and support service (**deliveries**) for the operation of airport tenants. Individuals who enter the airport, who are not employed by an Airport Tenant, to **re-stock vending machines, ATM machines, and similar machines, or re-supply airport tenants with water or other materials** are considered vendors (i.e. UPS, FedEx, a bread/milk delivery person). **A vendor would not be an air carrier or concessionaire**. Employees who work directly for an Airport Tenant are **NOT** considered vendors.
 5. All employees of **Airport Tenants** accessing the sterile area of the airport, regardless of the airport ID issued, **must access the sterile area through the TSA screening checkpoint when reporting to work while the TSA checkpoint is operational**.
- B. **Currently, the only persons required to report to work through an operational TSA checkpoint are Airport Tenants**. All other groups may report to work through the checkpoint exit lane in accordance with the checkpoint post orders while the checkpoint is not in operation.

IV. Boarding an Aircraft with Intent to Fly

- A. No person may enter or be escorted into the checkpoint for the purposes of entering the sterile area or boarding an aircraft **with intent to fly**, save and except for the following persons:
1. On duty Federal Air Marshalls;
 2. Persons under **official** escort by the Transportation Security Administration.
- B. If the security guard has reason to believe that a person is entering the checkpoint with intent to fly while the checkpoint is not in operation, the security guard shall not allow the person to proceed. The security guard shall contact the ACC at 30-1300 to report the incident and shall request a security supervisor for further investigation.

V. Inspection of Property

- A. The security guard **MUST** perform inspection of all bags and/or containers (**purses, lunch kits, backpacks, boxes, etc.**) being transported through the non-operational checkpoint for the detection of weapons **such as firearms and explosives**. Tools and other items **necessary for the operation** of IAH **shall** be permitted.
- B. **Vendor Deliveries**
 1. The security guard **MUST** inspect **vendor deliveries/ merchandise**, vendor employees, and delivery personnel to ensure they are not in possession of items on TSA's Prohibited Items List, except as necessary for job performance.
 2. Liquids, gels, and aerosols must be in boxes, cartons, containers, racks, or packages that have been commercially prepared, labeled, and sealed. They need not be physically opened if their external appearance does not indicate any signs of tampering or alteration.
- C. **On duty** LEOs, to include **Federal Air Marshalls**, in possession of their HAS ID access media are **exempt from searches**.

VI. Toner Cartridges

- A. **No toner cartridges over 16 oz. will be allowed** into the sterile area **for resale**, that includes those packaged into the fax, copier, or printer itself.
- B. **No deliveries of toner cartridges over 16 oz** intended for **retail** sale **shall be allowed** into the sterile area. That includes those packaged into the fax, copier, or printer itself.
- C. It is permissible for a business inside the sterile area to have toner cartridges over 16 oz. if used in the business, and they are all accounted for and out of access reach for unauthorized personnel.
- D. **If a package containing the above is found the security guard shall:**
 1. **NOT** allow the person delivering the package access to the checkpoint;
 2. Ask the individual to wait at the checkpoint location;
 3. Immediately **contact ACC** at 281-230-1300, request the on-duty supervisor, and **inform ACC that the request is for a delivery of toner cartridges**.

VII. Post Order Amendments

- A. **All post orders are subject to change at any time without notice as required by the Transportation Security Administration and/or the Houston Airport System.**

Dock Post Order Training Supplement

In The Event of an Emergency Contact the ACC at (281) 230-1300 or 30-1300

I. Inspection of IAH Access Control Media

- A. Security guards must conduct inspections of IAH access control badges at all portals in their area in accordance with the following:
1. The security guard must inspect the badge of all persons attempting to gain access to the loading dock to ensure that **the person pictured on the badge is the person in possession of the badge**, the badge is **not expired**, and the badge exhibits **no evidence of tampering**.
 2. If the badge **does not pass** inspection the security guard shall instruct the badge holder to hand over the badge and then immediately report the badge to the **ACC** at extension 30-1300.
 - a. Should the badge holder refuse to surrender a badge after a failed inspection, the security guard shall instruct the person to wait at the dock location and immediately file a report with the ACC. The security guard shall provide the ACC with as much information as possible about both the badge and the person in possession of the badge to include the **time** of the inspection, the **name** on the badge, and a detailed **description of the person** holding the badge. Should the person leave the dock area after the guard instructed them to wait, the security guard shall also report the persons last known **direction of travel**.
 3. If the badge **passes inspection**, the security guard shall allow the individual to access the dock **so long as all other requirements of the post orders have been met**. Should the access control device (card reader) not allow a person to enter the door they are trying to access, the security guard shall check the badge against the **stop list** and then report the failed attempt to the ACC for resolution.
- B. The security guard shall ensure no person entering a controlled portal at the loading dock is **tailgating** or **piggybacking**. A person is **NOT** tailgating or piggybacking so long as they use their individual IAH access control badge on the card reader at the controlled portal and the card reader allows access (**turns green for two or more seconds – a fast blink of green straight to red is NOT a valid card read**). Tailgating and piggybacking are defined by HAS O.I. 05-03 as follows:
1. **Piggybacking**: When one or more individuals, who are holders of an HAS ID Badge, follow another individual through a controlled access point **without using their own ID Badge**, Security Key or PIN Number (**unless they are under proper escort procedures and have a legitimate need to move through that portal**) to activate/operate and/or record their movement using the portal access device.
 2. **Tailgating**: When one or more individuals, who are **NOT** holders of an HAS authorized ID Badge, follow another HAS ID Badged individual through a controlled access point (**unless they are under proper escort procedures and have a legitimate need to move through that portal**).

****Note** Failure to challenge a person who is tailgating or piggybacking is a violation of HAS O.I. 05-03.**

II. Enforcement of Escort Procedures and Escort Documentation

- A. Any **red, yellow or blue** HAS ID badge holder may escort **non-badged** individuals into the controlled area.
- B. Individuals possessing a **white, brown, green, or orange** ID badge do **NOT** have escort privileges.
- C. Under-badged escorts are authorized. Under-badged is defined as not having ID Badging and Access rights of the appropriate level for accessing, being in, and/or remaining in an area unescorted. Under-badged individuals must always be under constant escort by an individual with HAS authorized escort authority who is able to maintain **visual/physical** control of the escort, when in an area for which they do not have authorized access. **Examples:**
 - 1. A white badge holder does not have access to the dock. A red, yellow, or blue badge holder who has badge access to the dock may escort the white badge holder into the dock.
 - 2. A yellow badge holder does not have access to the dock. A red, yellow, or blue badge holder who has badge access to the dock may escort the yellow badge holder into the dock.
- D. The security guard shall enforce all escort procedures as follows:
 - 1. The persons under escort must have in their possession a **government** issued photo I.D. (i.e. Drivers License, State issued Identification Card, Military I.D., Passport, etc) while under escort in a dock area.
 - 2. The person performing the escort must ensure escorted persons remain within "sight and sound" of the persons under escort.
 - 3. The person performing the escort must remove the persons under escort from the controlled area once their work is completed.
 - 4. Only those individuals in physical possession of their approved HAS ID badge may escort individuals who do not have access authority into the dock areas. Individuals issued but not in **physical possession** of their HAS ID badge may not, under any circumstances, escort or be escorted.
 - 5. In the event of a violation, the security guard shall instruct the violator and the persons under escort to wait at the dock location and immediately file a report with the ACC at 30-1300. The security guard shall provide the ACC with as much information as possible about all persons involved in the violation to include the **time** of the violation, the **name** of the violator, and a detailed **description of all persons involved**. Should any person leave the dock area after the guard instructed them to wait, the security guard shall also report that persons last known **direction of travel**.
- E. The security guard shall document all escorts at the dock location on the designated escort log. All escort logs must be neat, legible, and maintained throughout the shift. The log shall be turned in at the end of the shift to the designated security personnel (i.e. a security supervisor).

III. Employees Reporting to Work

- A. The security guard must ensure that Airport **Tenants** do not use the dock locations to report to work. The term Airport Tenant means any person that has an agreement with the Houston Airport System to conduct business on airport property in the sterile area. Airport tenants include **restaurants, specialty stores, kiosks, and concessionaires.**
1. The term “airport tenant” **does not** include an **aircraft operator or its employees.**
 2. This term **does not** include **Federal, State, and local government (HAS Employees) officials.**
 3. This term **does not** include **construction crews.**
 4. **Most** vendors are **NOT** Airport Tenants. **Vendor** means an individual who offers **external** sales and support service (deliveries) for the operation of airport tenants. Individuals who enter the airport, who are not employed by an Airport Tenant, to **re-stock vending machines, ATM machines, and similar machines, or re-supply airport tenants with water or other materials** are considered vendors (i.e. UPS, FedEx, a bread/milk delivery person). **A vendor would not be an air carrier or concessionaire.** Employees who work **directly** for an Airport Tenant are **NOT** considered vendors.
 5. All employees of **Airport Tenants** accessing the sterile area of the airport, regardless of the airport ID issued, **MUST** access the sterile area through the **TSA** screening checkpoint **when reporting to work.**
- B. **Currently, the only persons required to report to work through a TSA checkpoint are Airport Tenants.** All other groups may report to work through the dock location in accordance with the dock post orders.

IV. Boarding an Aircraft with Intent to Fly

- A. No person may enter or be escorted into the dock area for the purposes of entering the sterile area or boarding an aircraft **with intent to fly**, save and except for the following persons:
1. **On duty** Federal Air Marshalls;
 2. Persons under **official** escort by the Transportation Security Administration.
- B. If the security guard has reason to believe that a person is entering the dock location with intent to fly, the security guard shall not allow the person to proceed. The security guard shall contact the ACC at 30-1300 to report the incident and shall request a security supervisor for further investigation.

V. Unattended Vehicles

- A. Unattended vehicles are not authorized in the loading dock areas, save and except for emergency response vehicles and federal, state, and local government (Houston Airport System) vehicles. All other vehicles shall park curbside in designated parking spaces adjacent to the loading docks. All

vehicles parked in the loading dock areas or curbside must bear appropriate [signage](#) that identifies the company of the vehicle operator.

- B. If the security guard observes a person about to leave an unauthorized vehicle unattended in the loading dock area, the guard shall advise the person **in a professional manner** that he/she may not leave the vehicle unattended, or it will be [towed](#). If the person chooses to ignore the warning, the security guard shall:
 - 1. Perform a [visual inspection](#) of the vehicle and note any concerns;
 - 2. Contact the ACC at 30-1300, report the vehicle's make, model, and [license plate number](#), and relay any concerns noted during the inspection.
- C. **The security guard shall NOT perform an inspection of a vehicle that would require the guard to abandon his/her post.** If an unattended vehicle is parked curbside or in a location that would require the security guard to leave his/her post, the guard need only report the vehicle type (i.e. car, truck, number of doors) and color to the ACC.

VI. Patrol of the Loading Dock Areas

- A. The security guard shall patrol the loading dock area periodically (at least [hourly](#)) to ensure that all controlled portals are secured and report portals that are found unsecured.

VII. Inspection of Property

- A. The security guard **MUST** perform inspections of all bags and/or containers (**purses, lunch kits, backpacks, boxes, etc.**) being transported through a controlled portal within the dock area for the detection of [weapons such as firearms and explosives](#). Tools and other items **necessary for the operation** of IAH **shall** be permitted.
- B. **Vendor Deliveries**
 - 1. The security guard **MUST** inspect **vendor deliveries/ merchandise**, vendor employees, and delivery personnel to ensure they are not in possession of items on TSA's Prohibited Items List, except as necessary for [job](#) performance.
 - 2. Liquids, gels, and aerosols must be in boxes, cartons, containers, racks, or packages that have been commercially prepared, labeled, and sealed. They need not be physically opened if their external appearance does not indicate any signs of tampering or alteration.
- C. **On duty** LEOs, to include **Federal Air Marshalls**, in possession of their HAS ID access media are **exempt from searches**.

VIII. Toner Cartridges

- A. **No toner cartridges over [16 oz.](#) will be allowed** into the sterile area **for resale**, that includes those packaged into the fax, copier, or printer itself.

- B. **No deliveries of toner cartridges over 16 oz** intended for **retail** sale **shall be allowed** into the sterile area. That includes those packaged into the fax, copier, or printer itself.
- C. It is permissible for a business inside the sterile area to have toner cartridges over 16 oz. if used in the business, and they are all accounted for and out of access reach for unauthorized personnel.
- D. **If a package containing the above is found, the security guard shall:**
 - 1. **NOT** allow the person delivering the package access to the dock/gate;
 - 2. Ask the individual to wait at the dock location;
 - 3. Immediately contact **ACC** at 281-230-1300, request the on-duty supervisor, and **inform ACC that the request is for a delivery of toner cartridges.**

IX. Post Order Amendments

- A. **All post orders are subject to change at any time without notice as required by the Transportation Security Administration or the Houston Airport System.**

SIDA/AOA Gate Post Order Training Supplement

In The Event of an Emergency Contact the ACC at (281) 230-1300 or 30-1300

I. Entry Procedures

- A. The security guard shall control access to his/her assigned **SIDA/AOA** entry point according to the following:
1. No pedestrian traffic may be permitted through vehicle access points **unless approved by the Transportation Security Administration**.
 2. The driver of the vehicle must have driving privileges enumerated by the “**D**” designator on the face of the IAH access media, or the vehicle must be escorted by another vehicle who’s **driver has the “D” designator** on his/her HAS ID access control media and **has escort privileges** (reference the “**Enforcement of Escort Procedures and Escort Documentation**” section for further information).

II. Inspection of IAH Access Control Media

- A. Security guards must conduct inspections of IAH access control badges at his/her assigned SIDA/AOA access point in accordance with the following:
1. The security guard must inspect the badge of all persons attempting to gain access to the SIDA/AOA to ensure that **the person pictured on the badge is the person in possession of the badge**, the badge is **not expired**, and the badge exhibits **no evidence of tampering**.
 2. If the badge **does not pass** inspection, the security guard shall instruct the badge holder to hand over the badge and then immediately report the badge to the **ACC** at extension 30-1300.
 - a. Should the badge holder refuse to surrender a badge after a failed inspection, the security guard shall instruct the person to wait at the gate location and immediately file a report with the ACC. The security guard shall provide the ACC with as much information as possible about both the badge and the person in possession of the badge to include the **time** of the inspection, the **name** on the badge, and a detailed **description of the person** holding the badge. Should the person leave the gate area after the guard instructed them to wait, the security guard shall also report the persons last known **direction of travel** and all known **vehicle information** (i.e. **make/model, vehicle number, license plate number, etc.**).
 3. If the badge **passes inspection**, the guard shall verify that **each** badge holder is authorized entry to the SIDA/AOA gate by using the badge on the card reader (**the reader will turn green for two or more seconds for a valid badge – a fast blink of green straight to red is NOT a valid card read**). Should the access control device (card reader) not allow a person to enter the gate, the security guard shall check the badge against the stop list and then report the failed attempt to the ACC for resolution.

III. Stop and Wait Procedures

- A. The security guard shall enforce stop and wait procedures as follows:
1. Individuals with a valid ID using an AOA/SIDA vehicle access gate, **whether they are entering or leaving the AOA or SIDA, must STOP AND WAIT** to assure the gate is fully closed and secured behind them before continuing, **save and except for**:
 2. Whenever more than one (1) vehicle is exiting an area of **more security to lesser security**, every vehicle, **except for the last vehicle** in the **exit line** may proceed without stopping and waiting. It shall be the duty of the driver of the last vehicle in the **exit line** to **stop and wait** to assure the gate is fully closed and secured behind them. During a period of a line of vehicles exiting, the drivers of all exiting vehicles **shall ensure that no vehicle enters** without the gate **first closing** and the driver of the incoming vehicle **using their access media** to properly operate the gate indicating they are approved for entry. **This duty is in effect even if the exiting drivers know the party seeking entry is authorized.**
- B. Security guards shall report all stop and wait violations to the ACC at 30-1300. The guard shall report:
1. **Driver of the vehicle and badge number (if known);**
 2. **Vehicle insignia and identifier (Serial number, VIN number, etc.);**
 3. **Time of occurrence;**
 4. **Type of vehicle (tug, truck, car, etc.);**
 5. **Last known direction of travel.**

IV. Enforcement of Escort Procedures and Escort Documentation

- A. Any **red, yellow or blue** HAS ID badge holder **may escort non-badged individuals** into the AOA/SIDA.
- B. Individuals possessing a **white, brown, green, or orange** ID badge **do NOT** have escort privileges.
- C. Under-badged escorts are authorized. Under-badged is defined as not having ID Badging and Access rights of the appropriate level for accessing, being in, and/or remaining in an area unescorted. Under-badged individuals must always be under constant escort by an individual with HAS authorized escort authority who is able to maintain visual/physical control of the escort, when in an area for which they do not have authorized access. **Examples:**
1. A white badge holder does not have access to the gate. A red, yellow, or blue badge holder who has badge access to the gate may escort the white badge holder into the gate.
 2. A yellow badge holder does not have access to the gate. A red, yellow, or blue badge holder who has badge access to the dock may escort the yellow badge holder into the gate.
- D. **All drivers of escorted vehicles must have a valid **driver's license** in their possession to successfully operate a motor vehicle on HAS property.** The vehicle and

operator must be escorted from the time the vehicle enters the SIDA/AOA until the vehicle exits the SIDA/AOA.

E. The security guard shall enforce all escort procedures as follows:

1. The persons under escort must have in their possession a government issued photo I.D. (i.e. Drivers License, State issued Identification Card, Military I.D., Passport, etc) while under escort.
 2. The person performing the escort must ensure escorted persons remain within “**sight and sound**” of the persons under escort.
 3. The person performing the escort must remove the persons under escort from the SIDA/AOA once their work is completed.
 4. Only those individuals in physical possession of their approved HAS ID badge may escort individuals who do not have access authority into the SIDA/AOA. Individuals issued but not in physical possession of their HAS ID badge may not, under any circumstances, escort or be escorted.
 5. In the event of a violation, the security guard shall instruct the violator and the persons under escort to wait at the gate location and immediately file a report with the ACC at 30-1300. The security guard shall provide the ACC with as much information as possible about all persons involved in the violation to include the **time** of the violation, the **name** of the violator, and a detailed **description of all persons involved**. Should any person leave the gate area after the guard instructed them to wait, the security guard shall also report that persons last known **direction of travel** and **vehicle information**.
- F. The security guard shall document all escorts on the designated escort log. All escort logs must be neat, legible, and maintained throughout the shift. The log shall be turned in at the end of the shift to the designated security personnel (i.e. a security supervisor). The escort log shall contain the full **name** and **badge number** of the person performing the **escort**, the full **name** and **government photo ID number** of each individual under escort, a complete **description of the vehicle** that is under escort, detail the **type of equipment, supplies, or other cargo** that is being brought onto the SIDA/AOA, the **time** of day the vehicle entered the SIDA/AOA, the **name of the guard on duty**, and the **date and time** of the transaction.

V. Vehicle Inspections

A. Security Inspections

1. The security guard **MUST** conduct security inspections of vehicles, in accordance with the following criteria for the **detection of weapons/explosives** (tools and other items necessary for the operation of IAH shall be permitted):
 - a. Visually inspect the interior of the vehicle by looking through the windows or opening the door(s), and open the trunk and inspect or visually inspect bed/cargo areas of trucks.
 - b. For vehicles under escort that have invalid or **no airport access authorization AND the vehicle operator AND passenger(s) do not have valid HAS ID/access control media**, the security guard shall inspect:

1. Passenger compartments of the vehicle, vehicle trunk or the bed/cargo area of a truck;
 2. Filled plastic garbage bags, large shipping containers, boxes, trashcans, etc. Boxes, cartons, containers, racks or packages that have been commercially prepared, labeled and sealed need not be physically opened if their external appearance does not indicate any signs of tampering or alteration.
 3. **The vehicle operator must have in his or her possession a commercial manifest, which identifies the contents of the vehicle and/or trailer.**
- c. **Exceptions:** The following vehicles are exempt from the vehicle inspection:
1. Airport crash fire rescue vehicles.
 2. Marked airport operations (**Houston Airport System**) vehicles.
 3. Federal, State and local law enforcement vehicles.
 4. Marked U.S. Federal Government agency vehicles. B.

Safety Inspections

1. The security guard **MUST** conduct safety inspections of vehicles, in accordance with the following criteria:
 - a. All vehicles (unless under proper escort) must have company **name and/or logo visible from 200' on both sides of the vehicle.**
 - b. All vehicles entering the SIDA/AOA must be in good working order. (i.e. vehicle is not leaking a large amount of fluid, operation of the vehicle would endanger others, etc.)
 - c. All vehicles entering the AOA must have two working headlights and taillights (**applicable only between sunset and sunrise**).
 - d. All vehicles entering the AOA must have at least one reflector (may be turn signal, brake light) mounted on each corner of the vehicle (**applicable only between sunset and sunrise**).
2. Should the security guard note any vehicle deficiencies, the guard shall refer to the following enforcement schedule and enforcement resolution guide:
 - a. Enforcement Schedule
 1. **Schedule I** violation (**one** of the following):
 - i. Vehicle has only one working **headlight**.
 - ii. Vehicle has no working taillights.
 - iii. Vehicle is missing one or more reflectors.

2. **Schedule II** violation (any **two** of the following):
 - i. Vehicle has only one working headlight.
 - ii. Vehicle has no working **taillights**.
 - iii. Vehicle is missing one or more reflectors.
3. **Schedule III** violation (**any** of the following):
 - i. Vehicle is leaking copious amounts of fluid (oil, engine coolant causing a slippery roadway or caustic/flammable hazard only)
 - ii. Vehicle is considered an immediate fire/explosive/incendiary hazard due to bare wires arcing, etc.
 - iii. Foreign Object Debris (**FOD**) falling from the vehicle creating a road hazard

b. Enforcement Resolution

1. **Category I and II** violations should be annotated on the daily log accordingly:
 - i. Driver of the vehicle and **badge number**;
 - ii. Vehicle insignia and identifier (Serial number, VIN number, etc.);
 - iii. Time of occurrence;
 - iv. Type of vehicle (tug, truck, car, etc.);
 - v. **Allow vehicle to proceed.**
2. **Category III** violations should be handled in the following manner:
 - i. Call ACC (281-230-1300) and ask for an Airport **Operations** representative to be dispatched to the gate;
 - ii. The Airport Operations representative will assess the vehicle and make the determination for SIDA/AOA admittance.
 - iii. Annotate the information as listed above.
3. Any questions or concerns should be directed to **ACC at 30-1300**.

VI. Toner Cartridges

- A. **No toner cartridges over 16 oz. will be allowed** into the sterile area **for resale**, that includes those packaged into the fax, copier, or printer itself.
- B. **No deliveries of toner cartridges over 16 oz** intended for **retail** sale **shall be allowed** into the sterile area. That includes those packaged into the fax, copier, or printer itself.

- C. It is permissible for a business inside the sterile area to have toner cartridges over 16 oz. if used in the business, and they are all accounted for and out of access reach for unauthorized personnel.
- D. **If a package containing the above is found, the security guard shall:**
 - 1. **NOT** allow the person delivering the package access to the gate;
 - 2. Ask the individual to wait at the gate location;
 - 3. Immediately contact ACC Dispatch at 281-230-1300, request the on-duty supervisor, and **inform ACC dispatch that the request is for a delivery of toner cartridges.**

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SIDA/AOA Gate Post Order Training Supplement

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 2. The driver of the vehicle must have driving privileges enumerated by the “**D**” designator on the face of the IAH access media, or the vehicle must be escorted by another vehicle who’s **driver has the “D” designator** on his/her HAS ID access control media and **has escort privileges** (reference the “**Enforcement of Escort Procedures and Escort Documentation**” section for further information).

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 2. If the badge **does not pass** inspection, the security guard shall instruct the badge holder to hand over the badge and then immediately report the badge to the **ACC** at extension 30-1300.
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 3. If the badge **passes inspection**, the guard shall verify that **each** badge holder is authorized entry to the SIDA/AOA gate by using the badge on the card reader (**the reader will turn green for two or more seconds for a valid badge – a fast blink of green straight to red is NOT a valid card read**). Should the access control device (card reader) not allow a person to enter the gate, the security guard shall check the badge against the stop list and then report the failed attempt to the ACC for resolution.

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1. Individuals with a valid ID using an AOA/SIDA vehicle access gate, **whether they are entering or leaving the AOA or SIDA, must STOP AND WAIT** to assure the gate is fully closed and secured behind them before continuing, **save and except for:**
 2. Whenever more than one (1) vehicle is exiting an area of **more security to lesser security**, every vehicle, **except for the last vehicle** in the **exit line** may proceed without stopping and waiting. It shall be the duty of the driver of the last vehicle in the **exit line** to **stop and wait** to assure the gate is fully closed and secured behind them. During a period of a line of vehicles exiting, the drivers of all exiting vehicles **shall ensure that no vehicle enters** without the gate **first closing** and the driver of the incoming vehicle **using their access media** to properly operate the gate indicating they are approved for entry. **This duty is in effect even if the exiting drivers know the party seeking entry is authorized.**
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1. A white badge holder does not have access to the gate. A red, yellow, or blue badge holder who has badge access to the gate may escort the white badge holder into the gate.
 2. A yellow badge holder does not have access to the gate. A red, yellow, or blue badge holder who has badge access to the dock may escort the yellow badge holder into the gate.
- D. **All drivers of escorted vehicles must have a valid driver's license** in their

possession to successfully operate a motor vehicle on HAS property. The vehicle and operator must be escorted from the time the vehicle enters the SIDA/AOA until the vehicle exits the SIDA/AOA.

E. The security guard shall enforce all escort procedures as follows:

1. The persons under escort must have in their possession a government issued photo I.D. (i.e. Drivers License, State issued Identification Card, Military I.D., Passport, etc) while under escort.
 2. The person performing the escort must ensure escorted persons remain within **“sight and sound”** of the persons under escort.
 3. The person performing the escort must remove the persons under escort from the SIDA/AOA once their work is completed.
 4. Only those individuals in physical possession of their approved HAS ID badge may escort individuals who do not have access authority into the SIDA/AOA. Individuals issued but not in physical possession of their HAS ID badge may not, under any circumstances, escort or be escorted.
 5. In the event of a violation, the security guard shall instruct the violator and the persons under escort to wait at the gate location and immediately file a report with the ACC at 30-1300. The security guard shall provide the ACC with as much information as possible about all persons involved in the violation to include the **time** of the violation, the **name** of the violator, and a detailed **description of all persons involved**. Should any person leave the gate area after the guard instructed them to wait, the security guard shall also report that persons last known **direction of travel** and **vehicle information**.
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V. Vehicle Inspections

A. Security Inspections

1. The security guard **MUST** conduct security inspections of vehicles, in accordance with the following criteria for the **detection of weapons/explosives** (tools and other items necessary for the operation of IAH shall be permitted):
 - a. Visually inspect the interior of the vehicle by looking through the windows or opening the door(s), and open the trunk and inspect or visually inspect bed/cargo areas of trucks.
 - b. For vehicles under escort that have invalid or **no airport access authorization AND the vehicle operator AND passenger(s) do not have valid HAS ID/access control media**, the security guard shall inspect:

1. Passenger compartments of the vehicle, vehicle trunk or the bed/cargo area of a truck;
 2. Filled plastic garbage bags, large shipping containers, boxes, trashcans, etc. Boxes, cartons, containers, racks or packages that have been commercially prepared, labeled and sealed need not be physically opened if their external appearance does not indicate any signs of tampering or alteration.
 3. **The vehicle operator must have in his or her possession a commercial manifest, which identifies the contents of the vehicle and/or trailer.**
- c. **Exceptions:** The following vehicles are exempt from the vehicle inspection:
1. Airport crash fire rescue vehicles.
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 - c. All vehicles entering the AOA must have two working headlights and taillights (**applicable only between sunset and sunrise**).
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2. Should the security guard note any vehicle deficiencies, the guard shall refer to the following enforcement schedule and enforcement resolution guide:
 - a. Enforcement Schedule
 1. **Schedule I** violation (**one** of the following):
 - i. Vehicle has only one working **headlight**.
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- iii. Vehicle is missing one or more reflectors.
 - 2. **Schedule II** violation (any **two** of the following):
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 - i. Vehicle is leaking copious amounts of fluid (oil, engine coolant causing a slippery roadway or caustic/flammable hazard only)
 - ii. Vehicle is considered an immediate fire/explosive/incendiary hazard due to bare wires arcing, etc.
 - iii. Foreign Object Debris (**FOD**) falling from the vehicle creating a road hazard
- b. Enforcement Resolution
- 1. **Category I and II** violations should be annotated on the daily log accordingly:
 - i. Driver of the vehicle and **badge number**;
 - ii. Vehicle insignia and identifier (Serial number, VIN number, etc.);
 - iii. Time of occurrence;
 - iv. Type of vehicle (tug, truck, car, etc.);
 - v. **Allow vehicle to proceed.**
 - 2. **Category III** violations should be handled in the following manner:
 - i. Call ACC (281-230-1300) and ask for an Airport **Operations** representative to be dispatched to the gate;
 - ii. The Airport Operations representative will assess the vehicle and make the determination for SIDA/AOA admittance.
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 - 3. Any questions or concerns should be directed to **ACC at 30-1300**.

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C. It is permissible for a business inside the sterile area to have toner cartridges over 16 oz. if used in the business, and they are all accounted for and out of access reach for unauthorized personnel.

D. **If a package containing the above is found, the security guard shall:**

1. **NOT** allow the person delivering the package access to the gate;
2. Ask the individual to wait at the gate location;
3. Immediately contact ACC Dispatch at 281-230-1300, request the on-duty supervisor, and **inform ACC dispatch that the request is for a delivery of toner cartridges.**

VII. Post Order Amendments

A. **All post orders are subject to change at any time without notice as required by the Transportation Security Administration or the Houston**

34.0 **ESTIMATED QUANTITIES NOT GUARANTEED:**

34.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

35.0 **INTERLOCAL AGREEMENT:**

35.1 Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

36.0 **WARRANTY OF SERVICES:**

36.1 *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.

36.2 "Correction" as used in this clause, means the elimination of a defect.

36.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

36.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any

services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

37.0 CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS) COMPLIANCE (Applicable to Houston Police Department (HPD) Occupied Facilities:

37.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

38.0 PERFORMANCE BOND

38.1 Contractor shall furnish a performance bond in substantially the form attached hereto as Exhibit "H" in the amount of \$5,000,000 for each Agreement Year of the initial three-year term and if and when the option years are exercised by the Director or designee, \$5,000,000 for each option year, conditioned on Contractor's full and timely performance of the Agreement. The bond(s) must be issued by a corporate surety authorized and admitted to write surety bonds in Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

EXHIBIT "BB"
FACILITIES LIST

The following City properties are defined as "Facilities" covered by this Agreement, subject to the addition and deletion of properties in accordance with Section 27.0 of Exhibit B. Facilities with * require CJS certified security guard s.

Description
General Government/General Services Department
City Hall Annex - 900 Bagby St.
City Hall - 901 Bagby St.
Facilities Administration - 3620 Berry Rd.
GSD Property Management Trades & Crafts - 2707 Dalton St.
Houston Emergency Center (HEC) - 5320 N. Shepherd St.
Tri-Community Multi-Service Center - 9525 Clinton Dr.
Administration & Regulatory Affairs Department
BARC Animal Shelter and Adoptions - 2700 Evella St.
Parking Management Office - 2020 McKinney St.
PDMO Warehouse - 2511 Broad St.
Health and Human Services Department
Acres Home Multi-Service Center - 6719 W. Montgomery Rd.
Airline WIC - 5990 Airline St.
Aldine WIC - 5198 Aldine Mail Route
Alief WIC - 12660 Beechnut St.
Brasner WIC - 8632 S. Braeswood
Braeswood Warehouse - 1115 S. Braeswood
Cochran Building - 1906 Cochran St.
Denver Harbor Multi-Service Center - 6402 Market St.
Environmental Health Administration - 7411 Park Place Blvd.
Fifth Ward Multi-Service Center - 4014 Market St.
Health Administration Building - 8000 N. Stadium Dr.
Hiram Clarke MSC/Vinson Library - 3810 W. Fuqua St.
Holcomb Laboratories A and B - 2250 and 2252 Holcomb
John Peavy Senior Center - 3814 Market St.
Kashmere Multi-Service Center - 4802 Lockwood St.
La Nueva Casa De Amigos Health Center - 1809 N. Main St.
Louie Welch Building - 1818 Crockett St.
Lyons Health Center - 5602 Lyons Ave.
Magnolia Multi-Service Center - 7037 Capitol St.

Magnolia WIC - 7037 Capitol St.
Main Warehouse - 3301 Commerce St.
Motor Vehicle Inspection (MVI) Facility - 7427 Park Place Blvd.
Northeast Multi-Service Center - 9720 Spaulding St.
Northside Health Center - 8523 Arkansas St.
Northside WIC - 8504 Schuller St.
Northwest WIC - 8536 Hammerly St.
Riverside Health Center - 3315 Delano St.
Sharpstown Clinic - 6201 Bonhomme St.
Southwest Multi-Service Center - 6400 High Star Dr.
Sunnyside Health Center - 9314 Cullen Blvd.
Sunnyside Multi-Service Center - 4605 Wilmington St.
Third Ward Multi-Service Center - 3611 Ennis St.
West End Health Center - 190 Heights Blvd.
West End Multi-Service Center - 170 Heights Blvd.
Municipal Courts Department
Municipal Courts Complex -1400 Lubbock
Mykawa - 8300 Mykawa Rd.
Northside - 9455 W. Montgomery Rd.
Westside - 3203 S. Dairy Ashford. Rd.
Houston Fire Department
Fire Logistical Center - 1205 Dart
Fire Station #101- 1863 Kingwood & Ladbook
Fire Station #102 - 4102 W. Lake Houston Pkwy
Fire Station #103 - 2907 High Valley & Kingwood Dr.
Fire Station #104 - 910 Forrest Cove Dr. & Hamblen Rd.
Fire Station #105 - 14014 W. Lake Houston Pkwy.
Fire Station #10 - 6600 Corporate & Clarewood
Fire Station #11 - 460 T.C. Jester
Fire Station #12 -1502 Alber
Fire Station #13 - 2215 W. 43rd
Fire Station #15 - 3306 N Main
Fire Station #16 - 402 Tabor
Fire Station #17 - 2805 Navigation
Fire Station #18 - 619 Telephone
Fire Station #19 -1811 Gregg
Fire Station #20 - 6902 Navigation
Fire Station #21 -10515 S. Main

Fire Station #22 - 7825 Harrisburg
Fire Station #23 - 8005 Lawndale
Fire Station #24 - 2625 Reed Rd.
Fire Station #25 - 3902 Scott
Fire Station #26 - 7111 Dixie
Fire Station #27 - 6515 Lyons
Fire Station #28 - 3000 Chimney Rock
Fire Station #29 - 4831 Galveston Rd
Fire Station #2 - 5880 Woodway
Fire Station #30 - 6702 Irvington
Fire Station #31 - 222 W. Crosstimbers
Fire Station #32 - 8614 Tidwell
Fire Station #33 - 7117 Fannin
Fire Station #34 -3100 Laura Koppe
Fire Station # 35 - 5535 Van Fleet
Fire Station # 36 - 7720 Airport
Fire Station #37 - 7026 Stella Link
Fire Station # 38 - 1120 Silber
Fire Station # 39 - 5810 Pickfair
Fire Station # 3 - 3735 Alabama
Fire Station #40 - 5830 O.S.T.
Fire Station #41 - 805 Pearl
Fire Station #42 - 8675 Clinton
Fire Station #43 - 7330 Wayside
Fire Station #44 - 675 Maxey Rd.
Fire Station #45 - 4910 McCarty
Fire Station #46 - 3902 Corder
Fire Station #47 - 2615 Tidewater
Fire Station #48 -11616 Chimney Rock
Fire Station #49 - 1212 Gessner
Fire Station #4 - 6530 W. Little York
Fire Station #50 - 4420 Bingle
Fire Station #51 - 6902 Bellaire
Fire Station #52 - 10343 Harsook
Fire Station #53 - 13349 Vicksburg
Fire Station #55 - 11212 Cullen
Fire Station #56 - 5820 E. Little York
Fire Station #57 - 13602 Memorial Dr.

Fire Station #58 - 10413 Fulton
Fire Station #59 - 13925 S. Post Oak
Fire Station #5 - 2020 Hollister
Fire Station #60 - 2925 Jeaneatta
Fire Station #61- 9726 Monroe
Fire Station #62 - 1602 Seamist
Fire Station #63 - 5626 Will Clayton Pkwy.
Fire Station #64 - 3000 Greens Rd.
Fire Station #65 - 11531 FM 1960 E.
Fire Station #66 - 5800 Teague
Fire Station #67 - 1616 W. Little York
Fire Station #68 - 8602 Bissonet
Fire Station #69 - 1102 W. Belt
Fire Station #6 - 3402 Washington
Fire Station #70 - 11410 Beamer
Fire Station #71 - 15200 Space Center Blvd.
Fire Station #72 - 17401 Saturn Ln.
Fire Station #73 - 9640 Wilcrest
Fire Station #74 - 460 Aldine Bender
Fire Station #75 - 1995 Dairy Ashford
Fire Station #76 - 7200 Cook Rd.
Fire Station #77 - 10155 Kempwood Dr.
Fire Station #78 - 15100 Memorial
Fire Station #7 - 1402 Elgin
Fire Station #80 - 16111 Chimney Rock
Fire Station #81 - 7990 Paul B. Koonce Rd.
Fire Station #82 - 11250 Braesridge
Fire Station #83 - 3350 Breezewood
Fire Station #86 - 14100 Briarforest
Fire Station #8 - 1919 Louisiana
Fire Station #90 - 16553 Park Row Dr.
Fire Station #93 - 911 FM1959
Fire Station #94 - 235 El Dorado
Fire Station #9 - 702 Hogan
Fire Training Academy - 8030 Braniff
HFD Arson Photo Lab - 3102 Center St.
Old Fire Station #15 Bldg. Site - 402 Tabor
Houston Parks and Recreation Department

Alief Community Center
Almeda Community Center
Almeda Community Center Bldg.
Bessie Swindle Community Center
Beverly Hills Community Center
Beverly Hills Park
Bordersville Park
Bricker Park
Brookline Park
Burnett Bayland Community Center
Burnett Bayland Park
Candlelight Community Center
Charlton Community Center
Charlton Park
Cherryhurst Community Center
City of Houston Metropolitan Multi-Service Center
Clark Community Center
Clinton Community Center
Clinton Park
Cloverland Park
Grain (E.L.) Park
Crestmont Community Center
Croyden Gardens Park
Delce (Catherine) Park
DeZavala Community Center
DeZavala Park
Dow Elementary Park
Eastwood Community Center
Eastwood Park
Edgewood Community Center
Emancipation Community Center
Finnigan Community Center
Finnigan Park
Fonde Community Center
Freed Community Center
Garden Villas Community Center
Godwin Community Center
Greenwood Park

Grimes Park (Lease)
Gulf Palms Park
Gutierrez (Siro) Park
Hackberry Community Center
Hager (Lee) Park
Halbert Park
Hartman Community Center
Haviland Park
Hennessy Park
Highland Community Center
Independence Heights Community Center
Independence Height Park
Ingrando Community Center
Ingrando Park
Irvington Park
Jasper "Smokey" Frank
Johnson (R.L. & Cora) Community Center
Jones (Randall P.) Park
Jones (Walter) Park
Kerr Park
Lakewood Community Center
Lakewood Park
Lansdale Community Center
Lansdale Park
Law Park
Lawrence Park
Leroy (Moses) Park
Lincoln Community Center
Linkwood Community Center
Love Community Center
MacGregor Community Center
MacGregor Park
Malone (Zurrie M.) Park
Marian Community Center
Mason Community Center
Meadowcreek Community Center
Meadowcreek Park
Melrose Community Center

Milroy Community Center
Milton Park
Montie Beach Community Center
Moody Park
Nieto, Santos & Esther Pavillion
Peggy Park
Platou Community Center
Proctor Plaza Community Center
Proctor Plaza Park
Rasmus, Walter J., Sr. Park
River Oaks Community Center
Robinson (J., Jr.) Community Center
Robinson (J., Sr.) Community Center
Robinson J. Sr. Park
Scales (Zollie) Park
Settegast Community Center
Settegast Park
Shady Lane Community Center
Shady Lane Park
Sharpstown Community Center/Golf Park
Spotts Park
Stude Community Center
Sunnyside Community Center
Sunnyside Park
Swiney Community Center
Swiney Park
Taylor (Hobart) Community Center
Tidwell Community Center
Townwood Community Center
Trinity Gardens Park
Tuffly Community Center
Tuffly Park
Victoria Gardens Park
Westwood Park
Wilson Memorial Park
Windsor Village Community Center
Windsor Village Park
Woodland Community Center

Houston Police Department (* Security guard s Shall be CJIS Certified)

Auto Theft Trailer - 1300 Dart St.

GSD Facilities Supply - 718 Houston Ave.

Central Police Station Complex - 61 Riesner St.

Clear Lake Police Substation - 2855 Bay Area Blvd.

Gerson Building - 35 Artesian St.

HPD Dive Team/Facility Maintenance - 33 Artesian St.

HPD Helicopter Complex - 8402 Larson St

HPD Homicide Print Stall - 1305 Dart St.

HPD Lake Patrol-Office Complex - 22619 W.Shorewood Dr.

HPD Mounted Patrol - 5005 Little York Rd.

HPD Property Room - 1202 Washington St.

HPD S.W.A.T. (BRAC) - 7077 Perimeter Park Dr.

HPD Uniform Supply - 700 Houston Ave.

Kingwood Police Station - 3915 Rustic Woods Dr.

Magnolia Substation/Eastside Patrol - 7525 Sherman St.

McNair Police Station (South Central) - 2202 St. Emanuel St.

Midwest Police Station (District 18) - 7277 Regency Square

North Police Station Complex - 9455 W. Montgomery Rd.

Northeast Police Station Complex - 8301 Ley Rd.

Northwest Police Station Complex - 6000 Teague Rd.

Police Academy Complex - 17000 Aldine Westfield Rd.

Police Headquarters - 1200 Travis St.

Police Memorial -100 Memorial Dr.

Southeast Police Command Station - 8300 Mykawa Rd.

Southwest Police Station Complex - 4503 Beechnut St.

West Police Station Complex - 3203 S. Dairy Ashford Rd.

Houston Public Library

Acres Homes Neighborhood Library - 8501 W. Montgomery Rd.

Alief Neighborhood Library - 7979 S. Kirkwood Dr.

Blue Ridge Neighborhood Library- 7007 W. Fuqua

Bracewell Branch Library- 9002 Kingspoint Dr.

Carnegie Neighborhood Library - 1050 Quitman St.

Clayton Neighborhood Library- 5300 Caroline St.

Collier Neighborhood Library - 6200 Pinemont St.

Dixon Neighborhood Library- 8002 Hirsch Rd.

Flores Neighborhood Library - 110 Milby St.

Frank Library - 10103 Fondren, Bray Oak tower Bldg.

Heights Neighborhood Library- 1302 Heights Blvd.
Hillendahl Neighborhood Library- 2436 Gessner
Jesse H. Jones Building- 500 Mckinney St.
Johnson Neighborhood Library- 3517 Reed Rd.
Julia Ideson Bldg. at the Central Library - 550 McKinney St.
Jungman Neighborhood Library- 5830 Westheimer
Kashmere Gardens Neighborhood Library- 5411 Pardee St.
Kendall Library- 609 N. Eldridge
Lakewood Neighborhood Library- 8815 Feland St.
Looscan Neighborhood Library- 2510 Willowick
Mancuso Neighborhood Library- 6767 Belfort
Melcher Neighborhood Library- 7200 Keller
Meyer Neighborhood Library- 5005 W. Belfort
Montrose Neighborhood Library- 4100 Montrose
Moody Neighborhood Library- 9525 Irvington
Oak Forest Neighborhood Library- 1349 W. 43rd St.
Park Place Neighborhood Library- 8145 Park Place
Pleasantville Neighborhood Library- 1510 Gelhorn
Ring Neighborhood Library- 8835 Longpoint
Robinson-Westchase Neighborhood Library- 3223 Wicrest
Scenic Woods Neighborhood Library- 10677 Homestead
Smith Neighborhood Library- 3624 Scott
Stella Link Neighborhood Library- 7505 Stella Link
The African American Library- 1300 Victor
Turtle Neighborhood Library- 702 Kress
Walter Neighborhood Library- 7660 Clarewood
Young Neighborhood Library- 5260 Griggs
Solid Waste Department
Collections/Maint. Bldgs. - 1506 Central
NE Collections - 5614 Neches
NE Light Vehicle Maint. Shop - 5703 Neches
NE Svc. Cntr/Maint. Complex - 5617 Neches
NW Collections/Mant. - 1245 Judiway
Reuse Warehouse Rebuild Shop - 11500 S. Post Oak
SE Collections/Maintenance - 2240 Central
SE Component Rebuild Shop - 1502 Central
Surplus Warehouse/Facilities
Department of Public Works and Engineering

SE Water Purification Plant - 3100 Genoa - Red Bluff
Sims South WWTP -3100 Old Galveston
Utility Customer Service- 4200 Leeland
Utility Customer Service - 4215 Leeland
EB Cape - 4500 Leeland
HESS -9500 Lawndale
Sims Bayou WW - 9500 Lawndale
Evergreen ROW - 700 Evergreen
Kingspoint WW- 9610 Kingspoint
Groveyway WW- 4545 Groveyway
Chocolate Bayou WW - 9714 M.L.K
Metro WWTP - 12815 Old Galveston Rd.
District 67 -900 Tristar
Gulfway Utility - 1 -15004 McConn
Gulfway Utility -14996 McConn
Bayfield -15700 Old Galveston Road
District 142 -1455 Baybrook
Southpark Plant - 8003 Mykawa
Houston Water Quality -7000 Ardmore
Water Production Maintenance -7004 Ardmore
Build-A -100 Japhet
Build-I -100 Japhet
East Water Purification Plant -2300 Federal Road
EWPP LAB - 12000 Clinton
Clinton Park WW - 9030 Clinton
Clinton PUMP 4309 Clinton
69th Street WWTP -2525 Ssgt Macario Garcia Dr.
Dalton Service Center - 2700 Dalton
Storm Water & Bridge -2701 Dalton
Valve House DWO -1002 N. Richey
Glenshore-1 -12002 North Kensington
Katy Addicks RPS DWO -1456 Brittmore
District 71 DWO -1610 Hayes Rd.
Katy Addicks Plant DWO -11500 Old Katy Rd.
Rosewood #1 DWO -12844 Westheimer Rd.
District 175 DWO -1206 Arrow Hill Dr.
Spring Branch Plant DWO -9400 Kempwood
Jersey Village Plant DWO -7207 Fairview

District 237 DWO - 8755 Mills Rd.
District 159 DWO -16938 Tomball Parkway
District 159 E.T. DWO- 7203 W. Greens Rd.
Willow Chase Park DWO -13135 Misty Willow
White Oak DWO -9702 Deanwood
District 21 DWO -15915 Grisby
Park Ten East DWO -14315 Park Row Blvd.
Park Ten Central DWO -1300 Langham Creek
Traffic Operations -2200 Patterson
Park Ten West DWO -18324 Addicks Levee
Memorial W. MUD DWO -16005 Katy Frwy.
West Houston #3 DWO -14925 S. Richmond
Westway Utility District Plant 10824 Heathorford Dr.
N.W. Water Service Center -5900 Teague
Braes Utility Plant -3710 N. Eldridge Pkwy
Acres Homes Plant -1810 Dolly Plant-
District 203 Plant -1304/1255 Gears Rd.
District 203 Elevated Tank -10903 Ella Blvd.
White Oak WWTP - 7103 West Gulf Bank
PWE Northeast Quadrant -718 E. Burrese St.
Imperial Valley WW -15500 Cotillion Dr.
Rankin WW Airport -2450 Rankin Rd.
Northbelt WW -14506 Smith Rd.
E. Crosstimbers -1700 E. Crosstimbers
NEWPP DWO -12121 N. Sam Houston Pkwy E.-
Homestead WW -5565 Kirkpatrick Blvd.
Kellett WW -8219 Kellett
McCarty -5500 McCarty
Northeast Plant WW - 625 Maxey Rd.
Northeast Plant DWO -3400 Linn St.
IAH-1 DWO -3102 McKaughan Rd.
Eastex Oaks DWO - 7018 Old Northbelt East)
Interwood DWO -116 Alliant Dr.
Hunterwood -6435 Turtlewood St.
Tidwell Timbers DWO -10150 Tidwell Rd.
Greens P.U.D. #1 Elevated Tank -15330 West Hardy
Northgate - 2 Plant WW - 309 Benmar
Greens P.U.D. #2 Elevated Tank -15960 West Hardy

District 73-1 - 24120 East Lake Houston
District 73 #2 Tank - 306 Blue Tail Dr.
Forest Cove #2 Tank -1110 Mustang Trail
Plantation Hills - 26906 Plantation Hills Dr.
Kingwood #1 Elevated Tank - 2802 Water Well Dr.
Kingwood Tank#2 & ET - 3200 Appalachian Trail
Kingwood #3 Elevated Tank - 2903 High Valley
Northgate-2 Plant WW - 309 Benmar
COH Radio Systems Management - 5711 Neches
District 266 DWO - 4950 Aeropark
WCID 76 WW -13535 River Trail Dr.
District 3&5 -8002 Airline
S.W. WWTP WW - 4211 Beechnut
Sims Bayou Plant DWO - 13840 Croquet
Sims Bayou Plant Well - 13840 1/2 Croquet
West Fuqua -6301 West Fuqua
Almeda Rd. WW -12331 Almeda Rd.
Sharpstown #1 Plant DWO - 6910 Bintliff
Sharpstown #2 Plant DWO - 8619 Bellaire Blvd.
Parkglan #1 Plant DWO -10923 Stancliff
Parkglan W. Plant DWO -10630 S. Kirkwood
District 54 Plant DWO - 8108 Richmond
District 139 Plant DWO -10097 Southwest Freeway
District 41 #2 Southmont - 3835 West Orem
Ridgmont Plant DWO -15908 Ridgeroe
Chasewood Plant -7650 Chasewood
PWE Maintenance Facility - 105 Sabine St.
Westbury #1 Plant DWO -10902 Moonlight
Hobby Airport Plant - 8200 Travelair
District 49 #2 Westbury Pant -10602 1/2 Braewick
Southwest Pant DWO - 4410 Westpark
Bellaire Braes Plant DWO -12423 Bellaire
Cullen WW -7440 Cullen
Brookfield Plant DWO -9007 Dairy View Lane
District 51 #2 Plant DWO - 4000 Wilcrest
District 111 #2 Plant DWO - 10301 Sun City Court
District 123 Plant DWO -1000 S. Kirkwood
District 184 Plant DWO -10518 Beechnut

District 218 Plant DWO -12705 Brant Rock
District 158 Plant - 13402 Bellaire
Easthaven WW - 8545 Scranton
Meyerland #1 Plant WW - 9020 South Rice
West District - 255 Isolde Dr.
Renwick -7101 Renwick
District 21 Plant & WL #1 - 14311 Grisby
District #175 WL#1 -1207 Arrow Hill
Turkey Hill Creek WWTP -1147 Enclave Parkway
District 223 DWO -13301 Sandbridge Dr.
Wayside - 4300 Wayside
Enclave-2 - 13135 Forkland Dr.
West Houston -3 - 14925 S. Richmond Ave.
Rosewood-1 -12844 Westheimer Rd.
Upper Brays WWTP -13525 W. Houston Center Blvd
Beltway WWTP -10518 Bellaire Blvd.
W.C.I.D. #111 WWTP - 10601 Huntington Point Dr.
Braeburn West -10711 Silkwood Dr.
Keegans Bayou WWTP -9401 White Chapel Ln.
Baeswood - 9098 Bob White Dr.
Greenridge WWTP -6301 West Fuqua St.
Braes Utility DWO -3710 Eldridge
Lift Station 355 - 8500 Cypress
Lift Station 4 -2402 Allen Parkway
Lift Station 11 - 3545 Telephone Rd.
Lift Station 63 - 2100 11th St.
Lift Station 64 - 2200 Elgin
Lift Station 67 - 6800 Fannin
Lift Station 111 - 1700 Jensen Dr.
Lift Station 112 -6514 Jensen Dr.
Lift Station 125 -5400 Armour
Lift Station 131 -8000 Market St.
Lift Station 138 -8000 Market St.
Lift Station 150 -8542 Findlay
Lift Station 165 -9947 Easthaven Blvd.
Lift Station 172 - 3100 Scott
Lift Station 173 -8123 1/2 Scott
Lift Station 198 -3502 Texas St.

Lift Station 220 - 212 W. 5th St.
Lift Station 282 - 910 S. Texas 6
Lift Station 337 - 10718 Scott
Lift Station 355 - 8500 Cypress
Lift Station 367 -3100 Allen Parkway
Lift Station 529 - 4210 Langley
Lift Station 608 - 9701 Lawndale St.
Lift Station 620 - 801 N. Vealasco St.
Lift Station 621 - 1855 W. Bay Area Blvd.
Lift Station 633 -1202 Houston Ave.
Lift Station 402 -495 El Toro
Lift Station 403 -13914 Galveston Rd.
Lift Station 448 -12875 Galveston Rd.
Lift Station 404 -15503 Gulf Freeway
Lift Station 623 -14222 Gulf Fwy
Lift Station 205 -10385 Gulf Palms
Lift Station 477 -9900 Koenig
Lift Station 476 -11614 Dumas
Lift Station 313 -300 Gilpin
Lift Station 196 -2326 Theta
Lift Station 85 -5005 Galveston
Lift Station 100 - 8513 1/2 Howard
Lift Station 568 -1200 Oak Meadows
Lift Station 98 - 8209 Gulf Freeway
Lift Station 356 -9850 1/2 Goodyear
Lift Station 156 - 8307 South Loop E.
Lift Station 272 -2518 Berkley
Lift Station 103 - 502 Kellogg
Lift Station 43 - 245 Mississippi
Lift Station 631 - 11515 Pearland Parkway
Lift Station 621 -1855 W. Bay Area Blvd.
Lift Station 443 - 11901 Highland Meadow
Lift Station 336 - 12501 Scarsdale
Lift Station 602 - 9555 Minnesota
Lift Station 165 -9947 Easthaven Blvd.
Lift Station 463 - 10038 Radio Rd.
Lift Station 596 - 11217 Hall Rd.
Lift Station 532 - 10590 Ballentine

Lift Station 215 -9555 Wingtip
Lift Station 478 -478 Telean
Lift Station 470 -13106 Foxton
Lift Station 601 - 4000 Schurmier
Lift Station 481 -13550 1/2 Segrest Dr.
Lift Station 629 -6915 1/2 East Orem Dr.
Lift Station 610 -11401 Martindale Rd.
Lift Station 345 - 8400 Mykawa
Lift Station 86 - 7375 Sims
Lift Station 169 - 4901 Reveille
Lift Station 92 - 7342 Fairway
Lift Station 365 - 6949 Eppes
Lift Station 44 - 7450 Coffee Ave.
Lift Station 173 -8123 Scott
Lift Station 8 -9630 Ashville Dr.
Lift Station 337 - 10718 Scott
Lift Station 187 - 3512 Lydia
Lift Station 13 - 5901 Conley
Lift Station 212 - 3537 Wheeler
Lift Station 172 - 3100 Scott
Lift Station 186 - 4377 Faculty Lane
Lift Station 561 - 4471 MacGregor Way
Lift Station 444 - 4925 Belvedere
Lift Station 133 - 5105 Beekman
Lift Station 26 - 3510 Brock
Lift Station 633 -1202 Houston Ave.
Lift Station 367 - 3100 Allen Parkway
Lift Station 7 - 205 Asbury St.
Lift Station 48 -25 Crestwood
Lift Station 632 - 3719 Willowic
Lift Station 390 - 3987 Inverness Dr.
Lift Station 441 - 3403 Chevy Chase Dr.
Lift Station 153 - 4750 Woodway
Lift Station 546 - 322 N. Post Oak
Lift Station 10 - 5100 Bayou Timber Ln.
Lift Station 127 - 8855 Harness Creek Ln.
Lift Station 28 - 314 Friar Tuck Ln. E.
Lift Station 25 - 352 Chimney Rock

Lift Station 170 -10040 Memorial Dr.
Lift Station 358 - 314 Longwoods Ln.
Lift Station 14 -1801 Bering Dr.
Lift Station 140 - 5910 San Felipe
Lift Station 33 - 7700 Woodway Dr.
Lift Station 108 - 9100 Briar Forest Dr.
Lift Station 88 - 1017 S. Gessner
Lift Station 197 -118 Gessner
Lift Station 121 - 20 Legend Ln.
Lift Station 193 - 9667 Windswept Ln.
Lift Station 592 -10601 Westpark Dr.
Lift Station 349 - 10880 Richmond Ave.
Lift Station 432 - 3303 S. Dairy Ashford Rd.
Lift Station 430 - 3600 Dairy Ashford Rd.
Lift Station 429 - 3800 Synott Rd.
Lift Station 593 - 3840 S. Eldridge Parkway
Lift Station 297 - 3335 W. Hollow Dr.
Lift Station 545 - 12950 Skymeadow Dr.
Lift Station 298 - 13833 Richmond Ave.
Lift Station 597 - 13955 Barnhart
Lift Station 479 - 13031 Briar Patch Dr.
Lift Station 347 - 1001 S. Dairy Ashford Rd.
Lift Station 236 - 709 Harvest Moon Lane
Lift Station 539 - 529 Rancho Bauer
Lift Station 340 - 1235 S. Kirkwood Dr.
Lift Station 395 - 13702 TRAILVILLE DR
Lift Station 445 - 609 N ELDRIDGE RD
Lift Station 395 -13702 TRAILVILLE DR.
Lift Station 416 - 15634 MEMORIAL DR.
Lift Station 177 -15726 TANYA CIRCLE
Lift Station 433 -12951 WHITTINGTON DR.
Lift Station 249 -13355 RINCON
Lift Station 295 -13910 PIPING ROCK
Lift Station 323 -12843 HIGH STAR
Lift Station 617 - 4418 SOUTH KIRKWOOD
Lift Station 339 - 12103 SHARPVIEW
Lift Station 316 - 316 SYNOTT RD.
Lift Station 598 - 8701 COOK RD.

Lift Station 348 - 8647 BELLE PARK DR.
Lift Station 419 - 9370 West Sam Houston Pkwy S
Lift Station 418 - 8110 West Sam Houston Pkwy S
Lift Station 306 - 11126 BROOKLET
Lift Station 307 - 9817 W BELLFORT
Lift Station 332 - 9105 RUFFINO
Lift Station 330 - 12414 S GARDEN
Lift Station 18 - 8623 WILLOW MEADOW
Lift Station 1918515 Curling
Lift Station 52 -12001 Snowden
Lift Station 118- 4401 Lang
Lift Station 381 - 4998 1/2 Langfield Rd.
Lift Station 29 - 9642 Emnora Ln.
Lift Station 386 - 6350 Windfern Rd.
Lift Station 65 - 10662 Emnora Ln.
Lift Station 410 - 1058 Lumpkin
Lift Station 571 -10150 Old Katy Rd.
Lift Station 474 - 8620 BISSONNET
Lift Station 16 - 7700 BISSONNET
Lift Station 31-6913 CARVEL LANE
Lift Station 99 - 5905 GULFTON
Lift Station 364 - 6198 ROYALTON
Lift Station 137 5502 S BRAESWOOD
Lift Station 53 -11677 CHIMNEY ROCK
Lift Station 104 - 11555 HAVILAND
Lift Station 422 -17134 QUAIL GLEN
Lift Station 423 -8500 QUAIL VIEW
Lift Station 576 -15270 HILLCROFT
Lift Station 308 -16500 S POST OAK RD
Lift Station 280 -16001 S Post Oak Rd
Lift Station 391 - 6225 WEST BEND
Lift Station 630 - 4214 DALMATIAN DRIVE
Lift Station 607 - 14750 MESA VILLAGE DR
Lift Station 537 - 4402 KNOTTY OAKS TRAIL
Lift Station 23 -13030 LANDMARK
Lift Station 184 - 9103 KIRBY DR
Lift Station 466 -7750 ARDMORE
Lift Station 94 - 6333 GRAND BLVD.

Lift Station 188 - 2000 MAC GREGOR WAY, N.
Lift Station 114 - 8500 KIRBY DR.
Lift Station 346 - 2417 WESTRIDGE
Lift Station 622 - 13846 LAKE LIVINGSTON DR
Lift Station 605 - 1709 WILDCAT LN
Lift Station 581 - 22627 WEST SHOREWOOD DRIVE
Lift Station 582 - 23000 LAGOON LANE
Lift Station 580 - 23504 FAIRLAKE DRIVE LN
Lift Station 230 - 11510 F.M. 1960, E.
Lift Station 604 - 303 RAMSEY LN
Lift Station 90 -24017 GLENGYLE CT
Lift Station 192 - 24430 SUNNY GLEN DR
Lift Station 462 - 130 1/2 DEER LAKE
Lift Station 70 - 204 FIR RIDGE
Lift Station 462 - 130 1/2 DEER LAKE
Lift Station 578 - 225 CORDES
Lift Station 622 - 13846 LAKE LIVINGSTON DR
Lift Station 616 - 1102 N Royal Point Dr
Lift Station 507 - 1602 LAKE WILDERNESS LANE
Lift Station 506 - 2302 STATELY OAK DR
Lift Station 591 - 5725 RIVERCHASE TRAIL
Lift Station 628 - 6211 ASPEN PASS DR
Lift Station 528 - 4923 WOODSTREAM VILLAGE DR
Lift Station 523 - 5014 PINE PRAIRIE
Lift Station 590 - 5510 ROCKY TRAIL DR
Lift Station 526 - 4202 BASSINGHAM
Lift Station 527 - 2708 BROOKDALE
Lift Station 505 - 3415 CLOVER VALLEY
Lift Station 520 - 6222 Riverchase Trail
Lift Station 502 - 2603 WOODLAND RIDGE
Lift Station 501 - 1815 FOREST GARDEN
Lift Station 504 - 1660 W Lake Houston Pkwy
Lift Station 522 - 4006 KINGWOOD DR.
Lift Station 517 - 3928 KINGWOOD DR
Lift Station 521 - 1799 Woodland Hills Dr
Lift Station 509 - 2714 ROYAL CIRCLE
Lift Station 511 - 1966 WILLOW POINT
Lift Station 514 - 2307 LADBROOK

Lift Station 494- 1717 KINGWOOD DR
Lift Station 512 - 2511 CHESTNUT RIDGE
Lift Station 566 - 21900 TRAIL TREE LANE
Lift Station 493 - 972 AQUA VISTA
Lift Station 566 - 21900 TRAIL TREE LANE
Lift Station 455 - 22211 Eastex Fwy
Lift Station 453 - 19001 CRESCENT SPRINGS
Lift Station 454 - 350 Northpark Dr
Lift Station 533 - 19409 SEARS
Lift Station 584 - 4211 WILL CLAYTON PARKWAY
Lift Station 480 - 18095 LEE RD
Lift Station 583 - 16830 John F Kennedy Blvd
Lift Station 389 - 16146 GREENVIEW
Lift Station 453 -18550 CHANUTE
Lift Station 360 -17601 Wayforest Dr
Lift Station 358 -15479 VICKERY
Lift Station 315 -16500 Hedgecroft Dr
Lift Station 254 - 950 GREENS PARKWAY
Lift Station 257 -29584 GEARS
Lift Station 255 -1430 GREENS PARKWAY
Lift Station 472 -501 BLUE BELL
Lift Station 473 -602 MITCHELL
Lift Station 284 -12903 IROQUOIS
Lift Station 387 - 855 CANINO RD
Lift Station 354 - 621 JOHN ALBER RD.
Lift Station 105 - 819 BENBROOK
Lift Station 529 - 4210 LANGLEY
Lift Station 436 - 5501 TAUTENHAHN RD.
Lift Station 555 -11200 SPOTTSWOOD
Lift Station 556 -10901 TAMWORTH
Lift Station 78- 6920 BRETSHIRE
Lift Station 357 - 3925 N MC CARTY
Lift Station 369 - 243 MC CARTY
Lift Station 96 - 12701 GREENS BAYOU
Lift Station 210 - 802 WESTMONT
Lift Station 482 - 6230 S. LAKE HOUSTON PKWY
Lift Station 499 - 10546 TIDWELL RD.
Lift Station 34 - 9345 CHATWOOD

Lift Station 327 - 8927 GREEN RIVER DR., N.
Lift Station 54 - 8300 DOCKAL
Lift Station 409 - 8440 ATTWATER
Lift Station 289 - 611 Wendell
Lift Station 408 - 503 Threlkeld
Lift Station 220 - 212 W. 5th St.
Lift Station 538 - 1516 1/2 Bonner
Lift Station 151 - 2007 Parker Rd.
Lift Station 344 - 600 Shepard,N.
Lift Station 56 - 734 N. Durham Dr.
Lift Station 543 - 5210 Kiam,
Lift Station 63 - 11th W.
Lift Station 589 - 815 Shirkmere
Lift Station 370 - 6867 Portwest Dr.
Lift Station 203 - 342 E. Janisch Rd.
Lift Station 224 - 4600 Pinemont
Lift Station 588 - 1819 W. Mount Houston Rd.
Lift Station 586 - 8814 Rutherford Ln.
Lift Station 587 - 878 Grenshaw St.
Lift Station 159 - 820 Randolph.
Lift Station 116 - 8200 Knox Houston 77088
Lift Station 311 - 1825 1/2 DollyWright
Lift Station 69 - 2103 Ferguson Way
Lift Station 428 - 8406 Scenic Green Dr
Lift Station 351 - 5400 W. Gulf Bank Rd
Lift Station 626 - 7659 Streamside Dr
Lift Station 235 - 4142 Cherry Oak Circle
Lift Station 324 - 7205 Jadewood
Lift Station 124 - 9326 Houston-Rossllyn N
Lift Station 258 - 7027 Woodsman Trail
Lift Station 371 - 5901 1/2 Hollister
Lift Station 262 - 10445 Greens Crossing Blvd
Lift Station 263 - 634 West Rd.
Lift Station 396 - 11811 North Frwy #500
Lift Station 619 - 13131 North Freeway
Lift Station 257 - 29584 Gears
Lift Station 426 - 13100 Northborough Dr
Lift Station 425 - 12880 Northborough Dr.

Lift Station 427 - 750 Rankin Rd W.
Lift Station 254 - 950 Greens Parkway
Lift Station 255 - 1430 Greens Parkway
Lift Station 294 - 17402 W. Montgomery Rd.
Lift Station 299 - 8225 F.M. 1960 W.
Lift Station 385 - 8350 F.M. 1960 W.
Lift Station 483 - 10702 Little York W.
Lift Station 406 - 4650 Brittmore
Lift Station 440 - 10848 1/2 Braymore Dr
Lift Station 181 - 11333 Chatterton
Lift Station 3191 - 1807 Wickchester
Lift Station 2 - 12502 Old Katy Rd.
Lift Station 475 - 13200 Old Katy Rd
Lift Station 264 - 5350 Park Row Dr
Lift Station 265 - 1622 Barker Cypress
Lift Station 3 - 1100 Antoine
Houston Airport System (IAH and HOU)
North Vehicle Gate 13 - 2800 N. Terminal Rd.
West Vehicle Gate 51- 2800 N. Terminal Rd.
North Vehicle Gate 53 - 2800 N. Terminal Rd.
Terminal C Gate 2 - 2800 N. Terminal Rd.
Terminal B Loading Dock - 2800 N. Terminal Rd.
Terminal C North Loading Dock - 2800 N. Terminal Rd.
Terminal C South Loading Dock -2800 N. Terminal Rd.
Terminal D Loading Dock - 2800 N. Terminal Rd.
Terminal E Loading Dock - 2800 N. Terminal Rd.
Federal Inspection Service Loading Dock - 2800 N. Terminal Rd.
Checkpoint Gate 10 - 2800 N. Terminal Rd.
Checkpoint Gate 12 - 2800 N. Terminal Rd.
Checkpoint Gate 30/31 - 2800 N. Terminal Rd.
Checkpoint Gate 70/71 - 2800 N. Terminal Rd.
Security Inspection Display Area Westside - 7800 Airport Blvd.
Security Inspection Display Area Eastside -7800 Airport Blvd.
Central Concourse Loading Dock - 7800 Airport Blvd.
Federal Inspection Service Loading Dock - 7800 Airport Blvd.
Terminal Security Checkpoint - 7800 Airport Blvd.

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID # _____

ORDINANCE # _____

COUNTY OF HARRIS

CONTRACT # _____

I. PARTIES

1.0 ADDRESS

THIS AGREEMENT for **SECURITY GUARD SERVICES** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city and _____ ("Contractor or Vendor"), a **corporation doing business in Texas????**.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Chief Procurement Officer for Director
of the various Departments
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS

2.1 This Agreement consists of the following sections:

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EXHIBITS

- * A. DEFINITIONS
- * B. SCOPE OF SERVICES
- * BB. LOCATION LIST/ETC. (IF APPLICABLE)
- * C. EQUAL EMPLOYMENT OPPORTUNITY
- * D. MWBE SUBCONTRACT TERMS
- * E. DRUG POLICY COMPLIANCE AGREEMENT
- * F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- * G. DRUG POLICY COMPLIANCE DECLARATION
- * H. FEES AND COSTS
- * I. CITY'S CONTRACTORS PAY OR PLAY PROGRAM
- * J. PERFORMANCE BOND

* Note: These Exhibits shall be inserted into the contract Agreement at the time of contract execution.

3.0 PARTS INCORPORATED

3.1 The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS

4.1 If a conflict among the sections or exhibits arises, the Exhibits control over the Sections.

5.0 DEFINITIONS

5.1 Certain terms used in this Agreement are defined in Exhibit "A."

6.0 SIGNATURES

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL: (if a corporation)
WITNESS: (if not corporation)

By: _____
Name:
Title:

By: _____
Name:
Title:
Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Chief Procurement Officer

City Controller

DATE COUNTERSIGNED:

This contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Legal Assistant

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all supervision, labor, tools, equipment, permits, parts, expendable items, material, and supplies necessary to perform the services described in Exhibit "B" & "BB."

2.0 RELEASE

- 2.1.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

3.0 INDEMNIFICATION

- 3.1.1 PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:
- 3.1.2 PRIME CONTRACTOR/SUPPLIER AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-3.2, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 3.1.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- 3.1.4 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.
- 3.1.5 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 3.2 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

4.0 **INDEMNIFICATION PROCEDURES**

- 4.1.1 **Notice of Claims.** If the City or Prime Contractor/Supplier receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- 4.1.2 a description of the indemnification event in reasonable detail, and
- 4.1.3 the basis on which indemnification may be due, and
- 4.1.4 the anticipated amount of the indemnified loss.
- 4.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.
- 4.3 **Defense of Claims**
- 4.3.1 **Assumption of Defense.** Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- 4.3.2 **Continued Participation.** If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or Agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.0 **INSURANCE**

- 5.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition **Best's Key Rating Guide**. Contractor shall maintain the following insurance coverage in the following amounts:
- 5.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
- 5.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
- 5.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy

Aggregate Limits are per 12-month policy period unless otherwise indicated

5.1.4 Employer's Liability

- Bodily injury by accident \$100,000 (each accident)
- Bodily injury by disease \$100,000 (policy limit)
- Bodily injury by disease \$100,000 (each employee)

5.2 All insurance policies must require by endorsement, that the insurance carrier waives any rights of subrogation against the City, Contractor shall give 30 days written notice to the Or designee if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director or designee, at his or sole discretion, may:

- 5.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 5.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

5.2.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director or designee will consider all other forms on a case-by-case basis.

6.0 WARRANTIES

6.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

6.2 With respect to any parts and goods furnished by it, Contractor warrants:

- 6.2.1 that all items are free of defects in title, material, and workmanship,
- 6.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- 6.2.3 that each replacement item is new in accordance with original equipment manufacturers specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- 6.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

7.0 LICENSES AND PERMITS

7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any

statute, ordinance, rule, or regulation.

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE

8.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

9.0 M/WBE COMPLIANCE

9.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply Agreements in at least **25%** of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the Mayor's Office of Business Opportunity (MOBO) and will comply with them.

9.2 M/WBE subcontracts must contain the terms set out in Exhibit "D."

10.0 DRUG ABUSE DETECTION AND DETERRENCE

10.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

10.2.1 a copy of its drug-free workplace policy,

10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions, and

10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."

10.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance, and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed, or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee workforce.

10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS

- 11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

12.0 CITY'S CONTRACTOR PAY OR PLAY PROGRAM

- 12.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.
- 12.2 The Pay or Play Program for various departments will be administered by the City of Houston Office of Business Opportunity designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

13.0 CONTRACTOR'S PERFORMANCE

- 13.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

14.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- 14.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 14.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 14.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

1.0 PAYMENT TERMS

1.1 The City shall pay and Contractor shall accept fees provided in Exhibit "H" for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

1.2 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

Payment Time	Discount	Payment Time	Discount
10 days	2%	20 days	1%

1.3 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

1.4 If the City fails to make a payment according to the early payment schedule above, but does make the pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

2.0 TAXES

2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director or designee will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.0 METHOD OF PAYMENT

3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director or designee, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days upon receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS

4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director or designee shall temporarily delete the disputed item and pay the remainder of the invoice. The Director or designee shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION:

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$ to pay money due under this Agreement (the "Original Allocation"). The

executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

- 5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

"By the signature below, the City Controller certifies that, upon the request of the responsible Director or designee, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation."

- 5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES

- 6.1 At any time during the Agreement Term, the City Chief Procurement Officer or Director or designee may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Chief Procurement Officer or Director or designee will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Chief Procurement Officer or Director]

- 6.3 The City Chief Procurement Officer or Director may issue more than one Change Order, subject to the following limitations:

- 6.3.1 Council expressly authorizes the City Chief Procurement Officer or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
- 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- 6.3.3 The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Chief Procurement Officer's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the starting date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Chief Procurement Officer.

3.0 RENEWALS

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director or designee/Chief of the City Department elects not to renew this Agreement, the City Chief Procurement Officer shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then current term.

4.0 TIME EXTENSIONS

- 4.1 If Department requests an extension of time to complete its performance, then the City Chief Procurement Officer may, in his or her sole discretion, extend the time so long as the extension does not exceed 180 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless

of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY

- 5.1 The City Chief Procurement Officer or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY

- 6.1 If Contractor defaults under this Agreement, the City Chief Procurement Officer or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies, which exist now or in the future. Default by Contractor occurs if:
 - 6.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 6.1.2 Contractor becomes insolvent;
 - 6.1.3 All or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - 6.1.4 A receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Chief Procurement Officer or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Chief Procurement Officer or Director, at his or her sole option, may extend the termination date to a later date. If the City Chief Procurement Officer or Director allows Contractor to cure the default and Contractor does so to the City Chief Procurement Officer's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Chief Procurement Officer or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Chief Procurement Officer or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director or designee describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director or designee receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS

- 8.1 Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director or designee. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR

- 1.1 Contractor shall perform its obligations under this Agreement as an independent Contractor and not as an employee of the City.

2.0 FORCE MAJEURE

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
- 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible, and
 - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Chief Procurement Officer or Director or designee may terminate this Agreement by giving 30 days written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY

3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director or designee is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director or designee, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director or designee is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable

statute of limitations.

10.0 ENFORCEMENT

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Chief Procurement Officer's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406(c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Chief Procurement Officer's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE

16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT

17.1 If Contractor, at any time during the term of this Agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify Contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this Agreement, and Contractor waives any recourse therefore.

EXHIBIT A [DEFINITIONS]

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

"Agreement" means this Security Guard Services Agreement between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Commissioned Officer" means a Security guard who holds a Security guard's commission issued by the Texas Private Security Board under the Texas Department of Public Safety, pursuant to the authority of Texas Occupations Code Chapter 1702.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date City Controller countersigned on the signature page of this Agreement.

"Director" means the mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Emergency" means an immediate threat to life, or an immediate threat to the safety of any person on or in a Facility.

"Facility" means a City of Houston building, property or premise identified in Exhibit A-1.

"Facility Manager" means the City employee in charge of a particular Facility.

"Holiday" means any day that has been designed as such by City Council.

"Incident Report" means a written report prepared by a Security guard for Security management division detailing and describing any extraordinary or irregular event occurring during that officer's duty shift that affects or might reasonably be expected to affect the security or safety of the Facility, property, or any person.

"Location Security Requirements List" (LSRL) or "Post Orders" means those specific security requirements, as defined by the Director or designee for each Facility identified and shall consist of:

- A listing of the number of Security guards, Scanner Operators and Supervisors required, whether they are to be Armed Security guards, Commissioned or Noncommissioned, the type of weapon, and the days and hours during which services are required, including specific work shifts.
- A description of the location of Security guard posts or scanning posts, if any.
- A description of required procedures for logging or recording exiting or entering persons and materials, if such logging is to be required
- A description of the geographical locations where the Director or designee desires services to be performed, including a description of required patrol routes and checkpoints, if any.
- Any other specific instructions as to the particular facility involved.

"Noncommissioned Officer" means a Security guard who holds a Noncommissioned security registration card issued by the Texas Private Security Board pursuant to the authority of Texas Occupations Code, Chapter 1702, and who is unarmed while providing Security guard Service as directed by Contractor under this agreement.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Original Maximum Contract Amount" is the dollar amount set forth in the City Council Ordinance first approving and authorizing this Agreement.

"Parties" mean the City and Contractor collectively.

"Post Orders" means those specific security requirements, as defined by the Director or designee or facility managers, for each location identified, as defined under LSRL above.

"Project Manager" means Contractor's Project Manager who shall be available at the Facilities at those times the Site Supervisor is not on-site. The Project Manager shall have a minimum of three years of management or supervisory experience in the commercial security guard service industry or an acceptable equivalent. The Project Manager shall solely be dedicated to this Contract and shall have no outside or other responsibilities. The Project Manager shall oversee the performance of the security guard service and shall perform duties that shall include but are not limited to:

- Direct supervisory responsibility on behalf of Contractor at the Facilities.
- Responsible for providing weekly work schedules to the Director or designee, including schedules of relief personnel. Maintain officer schedules, including overtime control, vacations, roll call changes, and prepare and circulate the weekly work schedules.
- Responsible for providing daily scanner reports to the Director or designee.
- Responsible for providing daily summaries of Incident Reports to Director or designee, including daily total officer hours, etc.
- Responsible for providing daily activity reports to the Director or designee.
- Other responsibilities as reasonably requested by the Director or designee.

"Scanner Operator" means a security guard who has received a minimum of 4 hours of training in x-ray scanning techniques, device and contraband recognition, and action to be taken upon recognition of explosives, weapons, or contraband.

"Security guard service(s)" means the prevention of intrusion, unauthorized entry, theft, larceny, vandalism, abuse, fire and trespass on the designated premises of the City; the prevention, observation, or detection of any unauthorized activity in the Facilities or on the designated premises of the City, and the documentation of all authorized entry forms or conditions requiring response of the security guard .

"Security guard " means a person employed by the Contractor to provide security guard service under this Agreement, and includes Commissioned Officers and Noncommissioned Officers, and includes Unarmed Security guard, Armed Security guard , Field Supervisor Officer or Sergeant, Lieutenant Shift Supervisor, Site Supervisor, Captain Site Supervisor Officer, Project Manager, Control Room Operator, Special Event

Officer (Unarmed), Special Event Officer (Armed), Special Event Supervisor, Scanner Operator, Control Room Operator, and similar positions.

“Security On-Call Investigator” means a city employee assigned to respond to security issues outside of the normal workday and on weekends and Holidays.

“Security Representative” means a city employee who is responsible for the physical security of city facilities and assets.

“Site Supervisor Officer” means a Commissioned Officer who shall wear a standard Contractor company uniform while performing security guard duties. Site Supervisor Officers shall perform security and supervisory duties for a Facility on an as needed basis as required by the Director or designee. Site Supervisor Officers shall report to the Project Manager to receive instructions for duty.

“Special Event(s)” means a public or private event held at or in conjunction with a Facility which may require Security Guard Services outside of regularly scheduled shifts or may require additional security guard services.

“Armed Roving Patrol Security guard” means a Commissioned Officer who routinely patrols PWE facilities and responds to incidents, alarms and etc. throughout the City of Houston using a clearly marked vehicle with a company logo, State of Texas License No., overhead light bar and spot light.

EXHIBIT B
SCOPE OF SERVICES

(To be inserted by the City at the time of contract execution)

EXHIBIT C
[EQUAL EMPLOYMENT OPPORTUNITY]

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT D
[M/WBE SUBCONTRACT TERMS]

(To be inserted by the City at the time of contract execution)

EXHIBIT E
[DRUG POLICY COMPLIANCE AGREEMENT]

(To be inserted by the City at the time of contract execution)

EXHIBIT F
[CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT]

I, _____
(Name - Print/Type) **(Title)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director or designee of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

I, _____
(Name - Print/Type)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

Date

Contractor Name

Signature

Title

EXHIBIT G
[DRUG POLICY COMPLIANCE DECLARATION]

(To be inserted by the City at the time of contract execution)

**EXHIBIT H
[FEES AND COSTS]**

(To be inserted by the City at the time of contract execution)

**EXHIBIT I
[PAY OR PLAY]**

(To be inserted by the City at the time of contract execution)

Exhibit J

PERFORMANCE BOND

THE STATE OF TEXAS §
§

KNOW ALL MEN BY THESE

PRESENTS

COUNTY OF HARRIS §

THAT WE, _____ as principal, hereinafter called "Contractor" and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of _____ DOLLARS. (\$ _____) for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Contractor has on or about this day entered into a contract in writing with the City of Houston, Texas, entitled

_____ which is made a part of this instrument as fully and completely as if set in full herein.

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform as set out in said contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and shall comply strictly with each and every provision of said contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the said City of Houston or its representatives from the exercise of any diligence whatever in securing compliance on the part of the said Contractor with the terms of the said contract, and the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his contract and agrees that it, the said Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the said Contractor in all matters pertaining to said contract.

It is further expressly agreed by said Surety that the City of Houston or its representatives are at liberty at any time, without notice to the Surety, to make any changes in said contract and in the work to be done thereunder, as provided in said contract, and in the terms and conditions thereof, or to make any changes in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking, or release said Surety therefrom.

It is expressly agreed and understood that the Contractor and surety will fully indemnify and save harmless the City of Houston from any liability, loss, cost, expense or damage arising out of or in connection with the work done by the Contractor under said Contract.

In the event that the City of Houston shall bring any suit or other proceeding at law on this bond, the Contractor and Surety agree to pay to the said City the sum of ten percent (10%) of whatever amount may be recovered by the City in said suit or legal proceeding, which sum of ten percent (10%) is agreed by all parties to be payment to the City of Houston for the expense of or time consumed by its City Attorney, his assistants and office force and other cost and damage occasioned to the City. This said amount of ten percent (10%) is fixed and liquidated by the parties, it being agreed by them that the exact damage to the City would be difficult to ascertain.

This bond and all obligations created hereunder shall be performable in Harris County, Texas.

IN TESTIMONY WHEREOF, witness our hands this _____ day of _____, A.D. 20_____.

ATTEST: _____ (Corporate Seal)

(Principal)

By: _____ By: _____
Name: (Typed) Name: (Typed)
Title: Title:

ATTEST/WITNESS: (Corporate Seal)

(Full Name of Surety)

By: _____ By: _____
Name: (Typed) Name: (Typed)
Title: Title:

The foregoing bond is approved and accepted this _____

day of _____, A.D. 20_____.

REVIEWED:

Legal Assistant