

S30-T23035

CITY OF HOUSTON

**ADMINISTRATION & REGULATORY AFFAIRS DEPARTMENT
STRATEGIC PURCHASING DIVISION**

SECURITY GUARD SERVICES

FOR THE

CONVENTION & ENTERTAINMENT FACILITIES DEPARTMENT

**PROCUREMENT
REQUEST FOR PROPOSAL**

**NOTICE OF
REQUEST FOR PROPOSAL FOR
SECURITY GUARD SERVICES**

S30-T23035

THE CITY OF HOUSTON

The City of Houston Administration & Regulatory Affairs Department, invites prospective contractors to submit a written proposal for Security Guard Services for the Convention & Entertainment Facilities Department. Proposals are solicited for this service for the City of Houston in accordance with the terms, conditions and instructions as set forth in this Request for Proposal (RFP).

This Proposal is available on the Internet from: <https://purchasing.houstontx.gov/>

The City of Houston, Texas will receive proposals at the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **October 17, 2008**, At 2:00 P.M. No proposals will be accepted after the stated deadline. The Request for Proposal document may be obtained from the Administration & Regulatory Affairs Department, Strategic Purchasing, Concourse Level, City Hall, 901 Bagby, Houston, Texas 77002. Questions concerning the Proposal should be submitted to, Strategic Purchasing, Service Contracts Section, Room B403, City Hall, 901 Bagby, Houston, Texas 77002, Attn: Mr. Richard Morris: (832) 393-8736, richard.morris@cityofhouston.net, no later than 5:00 P.M., **September 30, 2008**. There will be a Pre-proposal Conference on Tuesday, **September 23, 2008** at 9:00 a.m. in the George R. Brown Convention Center, Room 360 (A & D). The George R. Brown Convention Center is located at 1001 Avenida de las Americas, Houston, Texas 77010. All proposals will be required to comply with City Council Ordinance No. 78-1538, passed August 9, 1978, relating to Equal Employment Opportunity Contract Compliance. The City reserves the right to reject any or all proposals or to accept any proposal or portion of a proposal deemed to be in the City's best interest.


Calvin D. Wells
City Purchasing Agent

9/10/08

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- EXHIBIT I: Goal Oriented Minority/Women Business Enterprises Contract Requirements
- EXHIBIT II: List of Previous Customers/List of Subcontractors/Submittal Form
- EXHIBIT III: Fee Schedule
- EXHIBIT IV: Insurance Requirements
- EXHIBIT V: City of Houston Fair Campaign Ordinance Contract Requirements
- EXHIBIT VI: Drug Detection and Deterrence Procedures for Contractors
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- EXHIBIT XV: Estimated Security Hours per Year

SECTION I. GENERAL INSTRUCTIONS

Submittal Procedure

Ten (10) copies of the proposal, including one (1) original, signed in ink, are to be submitted in a sealed envelope bearing the assigned Control Number located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

Mailing: Office of the City Secretary
P.O. Box 1562
Houston, Texas 77251

The deadline for the submittal of proposal is no later than 2:00 p.m. on **October 17, 2008**. Failure to submit the required number of copies as stated above may be subject for disqualification from the proposal process.

Respondents may elect to either mail, or personally deliver, their proposals to the City Secretary's Office.

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Respondents may submit their proposal to the City Secretary's Office any time prior to the above stated deadline.

Proposal Format

The Proposal should be typewritten and the original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity and completeness are important and essential.

The proposal must be signed by individual(s) legally authorized to bind the Proposer(s) and must contain a statement that the proposal and the prices contained therein should remain firm for a period of one hundred-eighty days (180) after receipt of best and final offer.

Pre-Proposal Conference

A Pre-Proposal Conference will be held at 9:00 a.m., September 23, 2008, in Conference Room 360 (A & D), on the third floor of the George R. Brown Convention Center, located at 1001 Avenida de las Americas, Houston, Texas 77010. Interested Proposers should plan to attend. It will be assumed that potential Proposers attending this meeting have reviewed the RFP in detail and are prepared to bring up any substantive questions, which have not already addressed by the City.

Additional Information and Specifications Changes

Requests for additional information and questions should be addressed to the Administration & Regulatory Affairs Department, Richard Morris, (832) 393-8736 fax: (832) 393-8759 or e-mail richard.morris@cityofhouston.net no later than September 30, 2008 at 5:00 p.m. local time. The City of Houston shall provide written response to all questions received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and sent to all respondents who are listed as having obtained Request for Proposals. Proposers shall be notified in writing of any changes in the specifications contained in this Request for Proposal.

Post-Proposal Discussions with Proposers

It is the City's intent to commence final negotiation with the Proposers deemed most advantageous to the City. The City reserves the right, however, to conduct post-bid discussions with any Proposers who have a realistic possibility of contract award including requests for additional information and requests for "Best and Final" offers.

Terms, Conditions and Exceptions

1. This RFP does not commit the City of Houston to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
2. The proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the proposals shall be available to the public.

The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the City, at any time during the proposal evaluation process.

3. In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
4. The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of proposal evaluation committees) for the purpose of influencing consideration of a proposal.
5. Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s) which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or; b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.
6. All proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
7. The RFP and the related responses of the selected Proposer will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Proposer and the City. The City and the selected proposer may negotiate a contract or contracts for submission to City Council for consideration and approval. In the event an agreement cannot be reached with the selected proposer, the City reserves the right to select an alternative proposer. The City reserves the right to negotiate with contractor the exact terms and conditions of the contract.
8. Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a proposal is submitted to the City.

Conditions and Limitations

1. If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Contractor.
2. Clerical support and reproduction of documentation costs shall be the responsibility of the contractor. If required, such support and costs shall be defined in the contract negotiated.
3. Contractor personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
4. The Contractor will be expected to adhere to all standard contractual requirements of the City which will include, but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.
5. The City may terminate its performance under a contract in the event of a default by the Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Contractor's failure to perform under the terms of the contract or from the Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
6. Contractor must promptly report to the City Director any conditions, transactions, situation, or circumstances encountered by the Contractor, which would impede or impair the proper and timely performance of the contract.
7. The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
8. The City reserves the right to waive any formalities canceling this RFP, or to reject any or all proposals or any part thereof.
9. The City reserves the right to request clarification of any proposal after all proposals have been received.
10. The City reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The City reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
11. Proposers must furnish a "Certificate of Vote" signed by their Chief Executive officers or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the company.
12. The proposal must be signed by a person(s) authorized to legally bind the proposer and must contain a statement that this proposal and the fixed price contained therein shall remain firm for a period of one hundred-eighty (180) after receipt of best and final offer.

13. The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
14. After contract execution, the proposer is the prime and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the proposal. Any subcontracting not specified in the proposal will need prior express approval from the City Director.
15. Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Contractor or is subcontracted to another organization.
16. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

Interpreting Specifications

The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting proposals to provide a complete product and service package which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude proposers from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty which is equal to or better than the prevailing standard in the industry.

Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the proposal due date. Results of informal meetings or discussions between a potential proposer and a City official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

Local Minority/Women Businesses Enterprises Participation

Pursuant to City Council Motion No. 86-2204 passed August 5, 1986, each proposer must agree that if awarded the contract, the proposer will make good faith efforts to award subcontracts or purchase agreements of at least **15%** of the total value of the contract to M/WBE firms certified by the City's Affirmative Action Division. Evidence of this Good Faith Effort must be included in the proposal. See EXHIBIT I, "Minority and Women Business Enterprise Contract Requirements" for complete documentation requirements. The "Schedule of M/WBE Participation", which is Attachment "A" to EXHIBIT I of this RFP, should be completed and included in the proposal. The selected Contractor will be required to submit a Letter of Intent, see Attachment "C" to EXHIBIT I of this RFP, for each M/WBE participant listed in Attachment "A".

City of Houston Fair Campaign Ordinance

The City of Houston Fair Campaign Ordinance makes it unlawful for a contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as

any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. Exhibit V of this RFP describes the contract and documentation requirements relating to this ordinance.

Drug Detection and Deterrence Procedures for Contractors

It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful proposer must certify to its compliance with this policy. EXHIBIT VI contains the standard language which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B and C). The forms must be completed and returned prior to award.

City Contractor's Pay or Play Program

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.

Performance Bond

Contractor shall furnish a performance bond in substantially the form attached hereto as Exhibit "VII" in the amount of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** for each Agreement Year of the initial three-year term and if and when the option years are exercised by the Director, \$1,500,000 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.

Bid Bond

Proposer shall be required to provide a Bid Bond in the amount of **TWENTY THOUSAND DOLLARS (\$20,000.00)**. The Bid Bond shall be in the same form as that distributed by the City, and attached hereto as Exhibit IX, all duly executed by this bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas. Cashier Checks made payable to the City of Houston are also accepted. Bid Bonds will be held by the City until an award is approved.

City Contractor Ownership Disclosure Ordinance

City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.

Completion of Exhibit VIII –“Affidavit of Ownership or Control” will satisfy this requirement.

Schedule

Listed below are important dates and times by which actions related to this Request for Proposal (RFP) should be completed.

EVENT

Date of issue of the RFP
Pre-Proposal Conference
Questions from Vendors due to City
Proposals due from vendors
Notification of intent to award (*Estimated*)
Council Agenda Date (Tentative)
Contract start date (*Estimated*)

DATE

September 12, 2008
September 23, 2008
September 30, 2008
October 17, 2008
November 14, 2009
December 1, 2009
January 1, 2009

SECTION II. SCOPE OF SERVICES

I. DEFINITIONS

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

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

"Assistant Project Manager" means a Commissioned Security Officer whom the Contractor will name, who will roam or travel to various Facilities, and locations within Facilities, in order to coordinate and monitor the Security Guard Services provided by the Contractor at all locations, sites and posts. The Assistant Project Managers shall be immediately available to perform their duties for any period of time that the Contractor has any Security Officer performing security duties. Contractor shall provide one Assistant Project Manager for the Theater District Facilities and one Assistant Project Manager for the George R. Brown Convention Center. The Assistant Project Managers shall assist Contractor's Project Manager.

"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 Agreement, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Commissioned Guard" means a Security Officer who holds a Security Officer's commission issued by the Texas Board of Private Investigators and Private Security Agencies, pursuant to the authority of Chapter 1702, Texas Occupations Code. Contractor will not be required to furnish firearms to Security Officers as part of this Agreement unless the Director specifically requests them.

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

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Department" means the City's Convention & Entertainment Facilities Department or its successor.

"Director" means the Director of the Convention and Entertainment Facilities Department, or the person he or she designates, acting within the limits of delegated authority.

"Director of Security" means a City employee whom the Director has designated as his or her designee for this Agreement, acting within the limits of delegated authority.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

"Event Guard" means a Security Officer who will wear a uniform with a dress jacket approved by the Director while performing security duties. Event Guards will be scheduled on an as needed basis as requested by the Director or a Facility Manager. Event Guards will report to the Supervisor Guard or the Assistant Project Manager when appropriate to receive instructions for duty.

"Facility" or **"Facilities"** means the Department buildings and premises as specified by the Director, which include, but shall not be limited to, George R. Brown Convention Center ("GRBCC"), historical homes adjacent to Avenida de las Americas, Root Memorial Square Park, Bayou Place (which includes Albert Thomas Convention Center, the Sweeney Clock Triangle, and the perimeter of the downtown Aquarium), the Sabine Promenade (the hike and bike trail along Buffalo Bayou from Sabine to Bagby Street), Jones Hall for the Performing Arts, Jones Plaza, Wortham Theater Center, Fish Plaza, Sesquicentennial Parks I and II, Talento Bilingue de Houston, Miller Outdoor Theatre, The Houston Center for the Arts, and all Parking Facilities as defined herein.

"Facility Manager" means the Department's manager for any of the Facilities, as defined herein, or their respective designees, each of whom shall be the Facility Manager for purposes of the Agreement as to the Facilities or properties which each manages for the Department.

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

"Noncommissioned Officer" means a Security Officer who holds a Noncommissioned security card issued by the Texas Commission on Private Security 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 the written notice signed by the Director and sent to the Contractor authorizing the Contractor to begin performance under this Agreement.

"Parking Facilities" includes all parking garages, surface lots, tunnels, stairwells, elevators, entrance ramps, entrance signs and parking equipment owned and operated by the Department. Included are the Theater District Parking Garages and tunnels, the George R. Brown Convention Center Surface Lots, the Convention District Garage, Houston Center for the Arts parking lot, Lots C and H, the Houston Police Department parking lot located at 3300 Artesian, and such other parking garages or parking surface lots as the Department may acquire from time to time.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Performance Bond" shall mean the form of security approved by the City of Houston, Texas, and furnished on City form, or in substantial conformance thereto, by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Agreement and will pay all lawful claims.

"Post Orders" means those specific security requirements, as defined by the Director or Facility Managers, for each location identified.

"Project Manager" means Contractor's Project Manager who shall be available at the Facilities at those times the Supervisors or Assistant Project Managers are not on-site. The Project Manager shall solely be dedicated to the Department and shall have no outside or other work responsibilities unless approved in writing by the Director. The Project Manager shall oversee the performance of the Security Guard Services.

"Security Guard Service(s)" means all reasonable and necessary efforts to prevent intrusion, unauthorized entry, theft, larceny, vandalism, abuse, fire, terrorism, and trespass or other criminal activity 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 conditions requiring response of Security Officers.

"Security Officer" means a person employed by the Contractor to provide Security Guard Service under this Agreement, and includes Commissioned Guards and Noncommissioned Officers. All Security Officers shall wear a standard Contractor company uniform while performing Security Guard Services.

"Supervisor" or **"Site Supervisor Guard"** means a Commissioned Guard who has previous managerial or supervisory experience in the commercial guard service industry or an acceptable equivalent such as police officer, law enforcement, or military experience. Supervisors and Site Supervisor Guards will perform security and supervisory duties for a Facility on an as needed basis as required by the Director. Supervisors and Site Supervisor Guards shall report to the Project Manager to receive instructions for duty.

SCOPE OF SERVICES

1.0 GENERAL

Contractor shall provide competent, fully qualified and licensed Security Officers, as well as the necessary equipment, and supervision to provide high quality Security Guard Services at the Facilities. Contractor shall provide such Security Guard Services in accordance with the particular requirements for each location as specified in the security requirement instructions for each Facility ("Post Orders") to be provided to the Contractor by the Director.

Contractor shall make periodic oral or written reports and recommendations to the Director 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. **Contractor shall provide any reports that the Director may reasonably request by written notice. Any notice or authorization that is required in writing may be sent by fax or by e-mail.**

At least five working days prior to the start of services under this Agreement, Contractor shall provide the following to the Director:

- (a) A complete company profile; and
- (b) A copy of its written procedures that regulate its prompt and proper response to incidents, emergency contingencies, and contacting supervisors; and
- (c) A copy of its current State of Texas Security Services Contractor License; and
- (d) A complete company personnel roster, including an organizational chart, and a listing of officers, directors, executive personnel, and management personnel the Contractor intends to service this Agreement and their qualifications.
- (e) A roster, including an organizational chart, of all Security Officers, Supervisors, Assistant Project Managers, and the Project Manager who Contractor initially intends to assign to the Facilities. This roster shall include identifying information such as dates of birth, driver license numbers or Texas ID Card numbers, and Social Security numbers. Whenever personnel changes are made, deleting or adding personnel to the roster, Contractor shall notify the Director of Security and the applicable Facility Manager within one working day, unless advance notification is required herein, providing the name and identifying information about whoever is being deleted from or added to the roster. The Contractor shall provide updated personnel rosters and organizational charts to the Director and the Director of Security and the Facility Managers whenever changes in Contractor's personnel are made. Updated personnel rosters and organizational charts shall be furnished to the Director of Security and Facility Managers throughout the term of this Agreement, upon request.
- (f) Contractor shall submit key personnel resumes for the Project Manager, Assistant Project Managers, and each Supervisor to the Director or the Director of Security for approval, both at the beginning of the Agreement and throughout the Agreement Term, before any changes to these key personnel are made. Resumes must include detailed evidence of experience and qualifications within the past ten (10) years, along with personal references.

1.1 Background Checks

At its sole expense, Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, before they are assigned to work at any of the Facilities. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. Contractor shall also check the authenticity of Security Officer commissions and non-commissioned cards, issued by the Texas Commission on Private Security, at no additional cost to the City. Upon request by the Director or the Director of Security, Contractor shall provide evidence that the background checks have been conducted, both at the beginning of the Agreement, annually on March 1 of each Agreement Year, and at any other time deemed necessary by the Director or Director of Security throughout the term of the Agreement. The Contractor shall be responsible for all costs associated with the background checks.

1.2 Access to Facilities/Office Space

Subject to Department rules and regulations, Contractor may enter and exit from Facility work sites at all reasonable times. However, Security Officers shall arrive for work no more than thirty (30) minutes before their shifts begin and shall leave the premises within fifteen (15) minutes after their shifts end, unless an early arrival or late departure is necessary due to scheduling irregularities or an emergency situation. Arrival and departure times are subject to change at the sole discretion of the Director. For example, it is permissible for a Security Officer to wait at a scheduled post until the next scheduled Security Officer arrives, but it is not acceptable for a Security Officer to plan an unauthorized meeting or social gathering at any of the Facilities.

Parking is subject to availability and is allowed only in areas designated by the Director or Facility Managers. Access to any restricted areas requires the prior written approval of the Director and Department personnel escort. Contractor shall repair any damage caused by Contractor, its employees or subcontractors as a result of their use of any part of the Facilities.

Throughout the term of the Agreement, Contractor shall use the Department's security offices in the GRBCC and the Theater District Garage. Security stations are provided at the Wortham Theater Center and Jones Hall. Such office space use is only for the purpose of Contractor's performance of services under the Agreement and is not a lease.

Contractor shall be responsible for keeping assigned office spaces clean and shall pay for its own telephone services except for the local telephone service City may provide in security office areas. Contractor is responsible for all office equipment, long-distance telephone service, materials, and supplies needed for the efficient operation of its business. Contractor shall be responsible for furnishing a professional, presentable office area within the GRBCC, the Wortham Theater Center, the Theater District Parking Garage, Jones Hall, and any other security office locations Director assigns during the Agreement Term.

City shall provide any necessary refurbishment of office areas that Contractor occupies, as it deems necessary, including paint, new carpeting, workstations, and chairs. Removable office equipment (such as computers) belonging to the Contractor shall remain the property of the Contractor upon the expiration of this Agreement, provided Contractor removes same within ten days following the expiration of the Agreement. If Contractor fails to remove its office equipment within ten days following the expiration of this Agreement, such equipment shall become the property of the City and the City may dispose of the equipment as it chooses.

Storage space is limited in office areas to be used by Contractor, so Security Officers should limit the size and number of backpacks, purses, briefcases, and other personal effects or carrying cases brought into the Facilities. A Security Officer may bring only one reasonably sized carrying case into a Facility, unless the Facility Manager specifically approves of other arrangements in advance. Large or suspicious carrying cases are subject to inspection at any time.

1.3 Post Orders

Post Orders shall consist of the following information per location:

- 1.3.1 A listing of the number of Security Officers required, whether they are to be commissioned, and the days and hours during which Security Guard Service is required, including specific work shifts;
- 1.3.2 A listing of the number of vehicles required, if any;
- 1.3.3 A list and description of any and all equipment required;
- 1.3.4 A description of the location of Security Officer posts, if any;
- 1.3.5 A description of required procedures for logging or recording exiting or entering persons and materials, if such logging is to be required;
- 1.3.6 A description of the geographical locations where the Director desires Security Guard Service to be performed, including a description of required patrol routes and checkpoints, if any; and,
- 1.3.7 Any other specific instructions as to the particular Facility involved.
- 1.3.8 Post Orders shall remain in effect until altered by the Director. The Director 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 at 8:00 a.m. on the second day following their delivery by the City or at such earlier or later date upon the date and time specified in Director's notice to mutually agreed upon by the Department and Contractor. The Post Orders may be altered at any time during the term of the Agreement.

1.4 Standards of Performance

Security Officers shall perform in a manner consistent with the highest standards for security and protection services prevailing in the industry, which shall include, but not be limited to, the following:

- 1.4.1 Effective Communications: All security personnel assigned to a Facility must be able to read, understand and follow the specific Post Orders and event information for the Facility to which they are assigned. Security Officers are required to provide accurate information to clients and customers of the Facilities. They must be able to communicate effectively both orally and in writing.
- 1.4.2 Attention to Surroundings: Security Officers must remain alert and pay attention to their surroundings. In addition to inspecting the Facilities for security reasons, Security Officers should report safety hazards or conditions requiring repairs to Facility management.

1.4.3 Security Cameras: Security Officers shall monitor security camera systems in Facilities as determined by the Director. Security Officers who monitor security cameras shall be trained to operate the security camera system effectively, and shall be certified in the correct operation of security cameras, if such certification is available. Contractor shall be responsible for operating the security camera systems and reviewing recordings when investigations are required. Unusual or suspicious activities must be investigated immediately.

The Department may install additional video security cameras in various Facility locations during the term of the Agreement. If the Director determines that video camera monitoring is required, he or she will send Contractor a written notice. Upon receipt of the Director's notice, or on such other date as specified therein, Contractor shall monitor activity at the additional video camera locations, if the video cameras are of the type that require monitoring. Contractor shall monitor all entrances and/or similar locations as indicated in the Director's notice.

1.4.4 Screening of Persons Entering Facilities: Security Officers shall request identification from persons entering Facilities as required by Post Orders and as requested by Facility Managers. Security Officers shall use metal detectors to screen visitors, staff, and contractors when requested by Facility management.

1.4.5 Enclosed Areas: Each roving security employee must cover large City-owned buildings, parks, and vast parking areas as well as stairwells and tunnels. Security personnel shall check all elevators, stairwells, and recessed hiding places on a scheduled basis. Enclosed areas must be checked as per Post Orders.

1.4.6 Visiting/Loitering: Security personnel shall not visit or loiter.

1.4.7 Safe Driving: Security personnel assigned to operate golf carts or other motor vehicles must drive in a safe manner and at a reasonable speed. Annually, Contractor shall check driving records of its employees who have work-related driving responsibilities pertaining to this Agreement. Any security personnel operating motor vehicles of any kind must have a valid Texas driver's license with no restrictions. Contractor is responsible for reporting and repairing any damage caused by security personnel.

Contractor's employee is disqualified from driving a vehicle if he/she:

1. has been convicted of a felony involving the use of a motor vehicle within a period of three (3) years immediately before the date of hire by the Contractor; or
2. has been convicted of DWI and/or DUI within the last three years; or
3. has been convicted of any combination of moving violations and/or motor vehicle accidents, whether in Texas or out of state, totaling three (3) or more within the last three years,

All of Contractor's employees who drive vehicles on City property must report an accident of any kind. Accidents and/or criminal conduct carry the same weight, whether on or off duty. If a Security Officer's driving records show violations, driving duties will be removed from the Security Officer's designated responsibilities. The Director may require the Contractor to terminate or remove one of its employees from driving responsibilities, if the Director or her designee determines that the magnitude of any incident indicates such action is appropriate for the safety of the public.

1.4.8 Energy Efficiency and Cost Controls: Security Officers should be aware of the hours that lighting and air conditioning are scheduled in the particular Facility to which they are assigned. Following

the Facility's guidelines and schedules, all security personnel should reduce lighting levels and air conditioning requirements to help the Facility maintain energy efficiency and to control costs. Doors to the Facilities, including loading dock doors, must be kept secured and shall not be allowed to remain open, unless a Facility Manager specifically allows it for reasons such as to allow entrance for an event in progress or to allow access for an authorized client or contractor.

1.4.9 Flood Gauge Monitoring: Security Officers stationed at the Wortham Theater Center's loading dock must monitor the flood gauge across the Bayou and alert Department management when the water level rises during heavy rains so that the flood gates can be deployed.

1.5 Public Relations

Contractor agrees that neither it nor its agents, subcontractors, or employees shall issue or make any statements on behalf of the Department with respect to either the Facilities or any incident occurring at any of the Facilities. Contractor shall not issue any publicity (oral or written) of any nature that references this Agreement without the prior written consent of the Director.

1.6 Ambassador Program

The Ambassador Program consists of having certain Security Officers wear a different type of uniform (a uniform including a red jacket, for example) and act as door greeters and lobby directors ("Ambassadors"). Contractor shall provide the uniforms at its expense, not at its employees' expense.

The door greeter Ambassadors will greet visitors to the Facilities at the entrance doors as they come in, to help people feel welcome. The lobby Ambassadors will assist visitors with directions to areas within the buildings, while at the same time being alert to any possible security breaches. The Security Officer Ambassadors should be knowledgeable about services and amenities in the Facility and the surrounding neighborhood.

Contractor shall provide Ambassadors as needed for special events. The hourly rates for Security Officers acting as Ambassadors shall be paid in the same manner and at the same rates as the other Security Officers.

1.7 Subcontractors

Contractor shall not substitute subcontractors without Director's prior written approval. Subcontractors shall perform at the same standards as those required of Contractor. The Director of Security shall have the right to determine the locations where subcontractor employees are assigned.

1.8 Replacement of Lost, Stolen or Damaged Items

Contractor is responsible for the replacement cost of missing, stolen or damaged items that fall under the scope of Contractor's authority and responsibility. If Contractor fails to provide Security Guard Services when requested and property is lost, stolen or damaged during the time Security Guard Services should have been provided, then Contractor will be held responsible for replacement of that missing, stolen or damaged property. Contractor is not responsible for other missing, stolen or damaged property that is out of Contractor's control, unless it is proven that Contractor's employee stole or damaged something.

2.0 STAFFING AND TRAINING

2.1 Minimum Requirements for Security Officers, Supervisors, Assistant Project Managers, and Project Manager

The Project Manager and all Security Officers, Supervisors, and Assistant Project Managers who provide Security Guard Service under this Agreement shall be commissioned or registered under Chapter 1702, Texas Occupations Code and shall meet the following criteria. In addition to the files kept by Contractor at its office, Contractor shall maintain a shadow file on City premises for each employee hired on the form attached hereto as Exhibit "XII."

- 2.1.1 21 years of age or older;
- 2.1.2 High school graduate or must have obtained a Graduate Equivalency Diploma;
- 2.1.3 Able to speak, understand, read and write the English language sufficiently to complete reports stating facts in a clear and concise manner. Security Officers may be dismissed immediately if there are communication problems. Dismissed Security Officers shall be replaced immediately at no additional cost to the City.
- 2.1.4 Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted per State licensing requirements;
- 2.1.5 Not have been convicted in any jurisdiction of a Class A misdemeanor during the last ten years;
- 2.1.6 Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the seven-year period preceding the date of application unless a full pardon has been granted for the conviction per State licensing requirements;
- 2.1.7 Not have any pending, unresolved, or unadjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;
- 2.1.8 Not be required to register in this or any other state as a sex offender;
- 2.1.9 Have no outstanding warrants;
- 2.1.10 Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;
- 2.1.11 Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all security personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Any security employee or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at any City Facility;
- 2.1.12 Not have been discharged from the armed services of the United States under other than honorable conditions;
- 2.1.13 Skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations. Skilled in establishing and maintaining effective working relationships with City employees and the general public.

- 2.1.14 A minimum of six (6) months previous experience providing commissioned or noncommissioned guard service unless otherwise approved by the Director.
- 2.1.15 Trained to provide Security Guard Service. (The prevention of intrusion, unauthorized entry, theft, larceny, vandalism, abuse, fire, terrorism, and trespass or other criminal activity 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 Security Officers.)
- 2.1.16 Knowledgeable about the Facility being secured, familiar with Post Orders, locations of exits, locations of restrooms, fire hydrants, fire extinguishers, emergency panels (if any), emergency operation of elevators, evacuation procedures, etc.
- 2.1.17 Must check in at each checkpoint designated in Post Orders, or attachments to Post Orders, such as maps or drawings, and otherwise remain at designated post throughout the entire designated shift unless relieved by a relief Security Officer or Supervisor.
- 2.1.18 Must be able to physically perform the specific requirements of the post to which they are assigned.
- 2.1.19 Trained to perform duties in a complex the size of the Department's locations.
- 2.1.20 Any additional licensing or training required under state or local regulations.
- 2.1.21 Maintain a neat and well groomed appearance at all times in accordance with Contractor's uniform and grooming policy, which is subject to Director's approval.
- 2.1.22 Have ability to exercise good judgment.
- 2.1.23 Have ability to maintain a high level of performance.
- 2.1.24 Shall not carry a weapon of any kind unless specified by the Director.

2.2 Job Specific, On-Site Training

At the commencement of this Agreement, Contractor shall be allowed up to thirty (30) days to comply with the following training requirements.

Security Officers shall undergo a minimum of eight (8) hours of job-specific on-site training, with a person designated by the Director, at the Contractor's expense and prior to the assumption of Security Officer responsibilities. Contractor shall also ensure that all security personnel receive annual training on Tips for Eyewitness Identification, a course that Contractor will develop and conduct. All training shall be documented, and such documentation shall be available upon request to the Director. The Director 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 Officers must pass. Contractor shall organize and prepare information relative to the required guard training classes. **Contractor shall send copies of all training information to the Facility Managers and Director of Security for their approval.** Contractor shall implement changes to the information provided in the training classes as the Facility Managers and Director of Security suggest.

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 of Security of date, time, and place of scheduled training sessions. Department personnel may monitor training sessions. The Contractor shall test its personnel and provide the Director of Security with the test results.

The training must be conducted by a security guard instructor who has a current security guard instructor certificate. Contractor shall provide the Director of Security with a copy of the current security guard instructor certificate and any renewals thereof.

In addition, Contractor shall ensure that the Project Manager, Assistant Project Managers, and all Supervisors and Security Officers are thoroughly familiar with all applicable rules, regulations, and procedures before they are allowed to staff any post in a Facility. All personnel shall be properly trained in the operation of the Facilities and shall adhere to the Facility rules and regulations without exception.

All Security Officers shall receive Contractor provided training comprehensive enough to effectively deal with:

- a. Customer service and courtesy;
- b. Security situations to include emergencies of fire, bomb threat, terrorism, flood, and evacuation procedures;
- c. Basic first aid training and CPR and AED training, for handling medical emergencies; and
- d. Assisting the disabled in a sensitive and helpful manner.

Contractor's employees shall attend City-sponsored training, about topics such as bomb threats and emergency evacuation, at the City's expense, when scheduled by the Director or Director of Security.

2.3 Limitations on Security Officers' Hours

The Contractor shall not assign any Security Officer to perform services under this Agreement if such assignment would require that the Security Officer work more than sixteen (16) consecutive hours in a forty-eight (48) hour period, or more than sixty (60) hours in a single seven (7) day period, unless the Contractor obtains the prior written approval of the Director. The Contractor shall have sufficient personnel reserves that are trained, in order to comply with this requirement. However, at least 75% of Contractor's Security Officers shall be full-time employees, who work in shifts of thirty (30) or more hours per week.

2.4 Project Manager

Contractor shall have one (1) Project Manager, who shall be on-site at the Facilities five (5) days a week, Monday through Friday, during the hours 8:00 a.m. to 5:00 p.m. exclusive of City holidays, scheduled vacation, and sick days. The Project Manager must be available by cell phone 24 hours per day, seven days per week, and must return phone calls within the hour after being called by the Director, the Director of Security, or any one of the Facility Managers.

Contractor shall provide an alternate Supervisor phone number that will be answered continuously if the Project Manager is temporarily unable to meet these requirements, for example, due to illness or vacation. Without limiting the generality of any other term or provision hereof, the Project Manager shall not perform Security Officer tour duty or act as relief for any Security Officer on duty hereunder at any

time. Contractor shall notify the Director of Security and the Facility Managers in advance if the Project Manager will be absent for any reason such as vacation or other scheduled or unscheduled leave.

The Project Manager shall have a minimum of ten (10) years' management and/or supervisory experience in the commercial guard services business or equivalent experience such as police officer, law enforcement, or military experience, and all of the qualifications and certifications required of Security Officers.

The Project Manager shall oversee the performance of the Security Guard Service and shall perform duties that include, but are not limited to, the following:

- a. Direct supervision at the Facilities on behalf of Contractor, handle administration of the Agreement, carry out the directions of the Director, Director of Security, and Facility Managers, and meet and communicate with Department representatives from time to time as required.
- b. Prepare and circulate weekly work schedules to the Director of Security and Facility Managers, including schedules of relief personnel.
- c. Maintain Security Officer, Supervisor, and Assistant Project Manager schedules, including vacations and roll call changes. Ensure appropriate Contractor personnel are available for duty and procure replacement personnel as necessary.
- d. Monitor and act upon all attendance and disciplinary issues.
- e. Maintain all Post Orders in a central file and ensure that Security Officers at posts have copies of these orders at all times.
- f. Provide the Director of Security and Facility Managers with training schedules to allow the Department the opportunity to monitor ongoing training.
- g. Provide the Director of Security and Facility Managers with a list of on-call supervision on a weekly basis.
- h. Provide daily scanner reports to the Facility Managers each morning by 10:00 a.m. and weekly scanner reports to the Director of Security, or as requested.
- i. Provide daily activity reports to the Director of Security and Facility Managers, including daily total Security Officer hours, Supervisor hours, etc.
- j. Provide Incident Reports to the Director of Security and Facility Managers within 24 hours following an incident, via electronic means.
- k. Attend industry meetings relating to security, at Director of Security or Facility Manager's request.

Contractor shall provide its Project Manager and Assistant Project Managers with a dedicated e-mail address at which e-mail will be checked promptly.

2.5 Assistant Project Managers

Contractor shall provide two (2) Assistant Project Managers, one to be assigned to the George R. Brown Convention Center and one to be assigned to Theater District Facilities (all other Facilities, including Parking Facilities). The Assistant Project Managers shall have at least five (5) years' previous managerial or supervisory experience in the commercial guard industry or an acceptable equivalent such as police officer, law enforcement, or military experience. The Assistant Project Managers shall have all of the qualifications of Supervisors and shall assist the Project Manager with the duties described above.

The Assistant Project Managers must be available by cell phone 24 hours per day, seven days per week, and must return phone calls within the hour after being called by the Director, the Director of Security, or any one of the Facility Managers. Contractor shall notify the Director of Security and the Facility Managers in advance if an Assistant Project Manager will be absent for any reason such as vacation or other scheduled or unscheduled leave.

2.6 Supervisors

Unless directed otherwise by the Director, Contractor shall have sole responsibility for supervising the Security Officers performing under this Agreement. Supervision shall consist of that level of management and administrative activity necessary to ensure that each Security Officer is performing his/her 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 Post Orders for that location. The City will have no obligation to exercise any supervisory authority over any Security Officer performing services under this Agreement.

Contractor shall have sufficient Supervisors on its staff so that the ratio of Supervisors to Security Officers on each shift is sufficient to provide coverage satisfactory to the Director of Security and Facility Managers. The Supervisors shall be trained as supervisors and must have all the qualifications required of Security Officers. In addition, Supervisors must have previous managerial or supervisory experience in the commercial guard service industry or an acceptable equivalent such as police officer, law enforcement, or military experience. Contractor shall provide sufficient transportation for Supervisors to inspect job posts and Security Officers under their supervision, as necessary.

Contractor's Supervisors shall assist the Project Manager and Assistant Project Managers in connection with the performance of the Security Guard Service and perform duties that include the following:

- a. Maintain the direct supervisory responsibility on behalf of Contractor at the Facilities.
- b. Act on behalf of the Project Manager and Assistant Project Managers in their absence.
- c. Monitor and act upon all attendance and disciplinary issues.
- d. Conduct specialized security training specified by the Project Manager.
- e. Prepare written reports that may be required by the Director of Security or Facility Managers.

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 locations, per calendar month. Contractor shall submit documentation of these visits with its monthly invoices.

2.7 Response Time

Upon receiving a call from the Director or the Director of Security requiring the Supervisor's attention, the Supervisor will respond within ten (10) minutes via telephone and will be on-site at the Department location within thirty (30) minutes of official notification by the Security Guard Services staff and/or Department staff during any 24-hour period to assist with the situation.

Contractor shall provide additional Security Officers to fill new posts within four (4) hours following receipt of notification from a Facility Manager or the Director of Security.

Contractor shall maintain a base office within the city limits of the City of Houston. Contractor shall provide a phone number(s), pager numbers, and a dedicated e-mail address at which an executive level person or a designated agent of the Contractor with supervisory authority may be reached on a 24-hours, seven days per week basis during the week, weekends, nights, and holidays all year round.

2.8 Response to Incidents

Contractor shall immediately contact the Director and the Director of Security 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. Any incident, whether emergency or otherwise, shall be reported in a written Incident Report to the Director, the Director of Security, and the Facility Manager within 24 hours immediately following the incident.

2.9 Reassignment or Removal of Security Officers

Contractor shall reassign or remove particular Security Officers from assignment to the Facilities upon receipt of a written or oral request from the Director in his or her sole discretion to do so. The written or oral request will specify the name of the Security Officer whose re-assignment or removal is desired. Contractor shall recover the identification badge from any Security Officer whose removal is requested and return it to the Facility Manager or Director of Security. A Security Officer who is removed from a Facility shall not be allowed to return to any other Department Facility as a Security Officer.

2.10 Mandatory Post Coverage

Contractor's personnel at the Department shall not leave their assigned posts unattended at any time, unless relief is provided. It shall be the duty of the Site Supervisor Guard 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 a Security Officer (or relief Security Officer) due to radio failure or for any other reason.

There must be a relief Security Officer for all breaks. At all Facilities, Supervisors or rover Security Officers shall relieve Security Officers during all breaks and meal breaks. Such breaks are to be taken at a designated break area determined by the Facility Manager or the Director of Security. Security Officers shall not eat at their posts unless instructed otherwise by the Facility Manager or Director of Security. Security Officers shall be allowed two (2) 15-minute breaks and one (1) 30-minute meal break, per eight-hour shift and shall be on-call during the breaks and meal periods. The City will pay for the breaks and meal periods.

2.11 Salaries

In order to maintain the highest quality level of professional security services, Contractor shall ensure that its employees and any employees of subcontractors are compensated at or above the following minimum salary levels. The City will pay Contractor for actual time worked, including breaks, meal breaks, and City-sponsored training, but not for vacation time, sick time, or other time not worked.

The total amount of the hourly wage increase for each Agreement Year shall not increase by more than two percent (2%) per Agreement Year or the most recent annual increase in the Consumer Price Index, All Urban Consumers, all items for the Houston Area, ("CPI") compiled by the U.S. Department of Labor (or if such statistics are no longer published, the most nearly comparable statistics published by a recognized financial authority selected by the City and consented to by the Contractor), whichever is less. The increase in the CPI, if any, is equal to the difference between the CPI for the month last published before the upcoming anniversary date of the Agreement Year and the CPI for the same month of the immediately preceding Agreement Year.

Minimum hourly wages (with annual increase of 2% per Agreement Year or annual change in CPI, whichever is less)					
	Security Officer	Supervisor	Assistant Project Manager	Project Manager	Percentage change
*Agreement Year 1	\$10.50	\$18.36	\$23.87	\$26.66	
*Agreement Year 2	\$10.71	\$18.73	\$24.35	\$27.19	0.02
*Agreement Year 3	\$10.92	\$19.10	\$24.84	\$27.73	0.02
*Option Year 1	\$11.14	\$19.48	\$25.34	\$28.28	0.02
*Option Year 2	\$11.36	\$19.87	\$25.85	\$28.85	0.02

*Hourly wages for Agreement Years 2 and 3, and Option Years 1 and 2 are estimates and have been calculated based upon the full 2% increase per Agreement Year.

2.12 Overtime

Contractor must have an adequate number of employees to meet the requirements of this Agreement and shall use its best efforts to minimize the use of overtime. Although Contractor shall pay its employees overtime in accordance with applicable labor law, overtime work shall not be billed to the City unless pre-approved by the Director or Director of Security. If a special need for overtime is approved, the City will reimburse Contractor for overtime costs only for Security Officers and Supervisors, at one and a half times the hourly rate, if it is required for special events or circumstances requiring more security coverage than usual. As a general practice, the City will not reimburse Contractor for overtime costs caused by scheduling anomalies, absences, or any type of leave.

2.13 Identification Cards for Security Personnel

All Security personnel, including subcontractors, shall be required to carry and have clearly displayed on their person, a photo identification card (including commission or registration) at all times when performing Security Guard Services at City Facilities. Such identification must be worn on the outer garment at all times when Contractor's employees or subcontractors are performing Security Guard Services.

Contractor shall issue the photo identification cards at its expense. These cards 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 commission class completion.

A copy of the actual commission cards, for commissioned Security Officers, shall be held by the Contractor for a minimum of six (6) months after the Security Officer becomes commissioned and shall be available for inspection upon request by the Director or the Director of Security.

In addition, the Director or Director of Security may, at any time, ask the Contractor to submit a list of all Security Officers working on any specified day, for a random check of commission verification.

2.14 Identification Badges for Others

Security personnel shall be required to issue temporary identification badges to visitors and permanent photo identification badges to staff and to contractors as required by Facility Managers. The Department will provide temporary badges and the equipment to provide the permanent identification badges.

3.0 EQUIPMENT

At the beginning of the Agreement, Contractor shall purchase and invoice City for the actual cost of all equipment listed in Exhibit "XIV" and as described below. Title to the equipment shall remain with the Contractor. The Contractor shall bear the sole cost for repairing, maintaining, and replacing such equipment throughout the term of the Agreement. Contractor shall purchase and invoice the City for the actual cost of any additional equipment that the City requests as the Agreement progresses, which shall also be repaired, maintained and replaced at the Contractor's expense. If requested, Contractor shall provide supporting documentation showing the actual cost of equipment purchases.

The quantities of equipment described in Exhibit "XIV" are estimated minimum numbers only. Contractor must ensure that each Security Officer assigned to this Agreement, including part-time and subcontractor employees, is sufficiently equipped. The Contractor shall submit an inventory of the required equipment to the Director of Security, if requested. An inventory may be requested as often as quarterly, or less often, as deemed necessary by the Director of Security.

If there is a disparity between the actual amount of equipment needed and the minimum amounts shown in Exhibit "XIV," Contractor shall provide the amount of equipment needed. As the Agreement progresses, the Director or the Director of Security may, as he or she deems necessary, reallocate the distribution of equipment, or change the amount of equipment needed.

3.1 Communications Equipment

3.1.1 Radios

Contractor shall equip all Security Officers with a sixteen-channel, two-way radio, as approved by the Director or the Director of Security, with sufficient range to provide communication between all Security Officers on duty at a particular Facility (when required in the Post Orders). All radios, chargers, and batteries shall be new at the beginning of the Agreement, and shall be replaced as necessary to maintain communication at all times throughout the Agreement Term, at Contractor's expense. Each Facility's security post must always be equipped with at least one additional charger and one additional battery, to ensure that there is no lapse in communications.

- a. For Parking Facilities, Contractor shall furnish no less than twelve (12) functional radios to provide communication between all Security Officers and the Command Center located in the

Civic Center Garage. A minimum of twenty-four (24) backup batteries for the radios shall be kept available at all times throughout the Agreement. A multi-unit charger with the capacity to charge twelve (12) radios must also be kept on site.

- b. Contractor shall furnish no less than sixteen (16) radios at the George R. Brown Convention Center, with sixteen (16) batteries, and a multi-unit charger with capacity for sixteen (16).
- c. For the Wortham Theater Center, Contractor shall provide no less than six (6) radios, batteries, and radio chargers.
- d. For Jones Hall, Contractor shall provide at least four (4) radios, batteries, and radio chargers.
- e. For Theater District Parks, including Talento Bilingue de Houston, Jones Plaza, Bayou Place, Sabine Promenade, Fish Plaza, Sesquicentennial Parks I and II, and Root Memorial Square Park, Contractor shall provide at least seven (7) radios, with twelve (12) radio batteries, and seven (7) radio chargers.

3.1.2 Cellular Phones

The Project Manager, Assistant Project Managers, and all Supervisors must carry cellular phones approved by the Director or the Director of Security. Contractor shall also ensure that Security Officers have cellular phones for official business if required in the Post Orders. **Security Officers in three remote Theater District Parking locations must carry approved cellular phones.** At least one extra cellular phone should be kept on hand as a back up in the following three locations: the Theater District Parking Garage, the George R. Brown Convention Center, and the Wortham Theater Center. Cellular phones may be shared from shift to shift, but must be kept in good working order at all times. The Project Manager, Assistant Project Managers, and the Supervisors should answer their cellular phones as promptly as possible. Calls should not be forwarded to an automatic voice mail system on a routine basis. **Prompt communications are essential to this Agreement. Contractor shall pay for the costs of any personal calls.**

3.1.3 Blackberries

Contractor shall provide Blackberries to the Project Manager and both Assistant Project Managers.

3.1.4 Desktop Computers

The Project Manager, Assistant Project Managers, and Supervisors shall have Internet access and an e-mail address as an additional means of communication. Contractor shall provide computers with software, a printer, and e-mail capabilities at two (2) locations: the George R. Brown Convention Center and the security office in the Theater District Parking Garage. E-mail communications should be answered in a prompt manner.

3.1.5 Laptop Computer

Contractor shall provide a laptop computer with e-mail capabilities to the Project Manager.

3.1.6 Computer Software

Contractor shall provide computer software compatible with the software used by the City for all computer equipment that it provides. Microsoft Office 2003 is the preferred software at the beginning of

the Agreement. If the Department upgrades to other software as the Agreement progresses, the Contractor shall also upgrade its software.

CONTRACTOR IS RESPONSIBLE FOR ALL COMMUNICATIONS EQUIPMENT ON SITE.

3.2 Basic Guard Equipment and Supplies

3.2.1 Bicycles and Bicycle Helmets

Contractor shall provide five (5) presentable, operational bicycles: three (3) at the George R. Brown Convention Center and two (2) at the Theater District Facilities, for outside perimeter patrolling only. The bicycles shall be similar to the bicycles used by the Houston Police Department for patrol purposes and shall remain the property of the Contractor at the expiration or termination of this Agreement. Security Officers who ride bicycles must wear bicycle helmets at all times while riding bicycles. Contractor shall provide six (6) bicycle helmets at the George R. Brown Convention Center and two (2) bicycle helmets for Theater District Parks.

3.2.2 Flashlights/Lanterns

Contractor shall provide substantial, lantern type flashlights to Security Officers working outside, at Facilities such as Theater District Parks and Parking Facilities. A minimum of six (6) working flashlights, with backup batteries, must be available at all times for both Theater District Parks and Parking Facilities Security Officers. The George R. Brown Convention Center Security Officers must have a minimum of twenty-five (25) working flashlights and backup batteries. Security Officers at the following Facilities shall also have at least the following **minimum** number of working flashlights and backup batteries: Wortham Theater Center (two (2)); Jones Hall (two (2)); Miller Outdoor Theatre (three (3)); and the Houston Center for the Arts (one (1)). Additionally, Contractor shall provide a minimum of twelve (12) working traffic directing cone lights or wands for use during electrical outages to Security Officers working in the Parking Facilities.

3.2.3 Golf Carts

- a. Upon the effective date of this Agreement, Contractor shall provide one (1) new electric golf cart for use at the George R. Brown Convention Center. The electric golf cart must be kept in fully operational condition at all times. The golf cart shall have a flashing warning light, amber in color. The strobe light shall be mounted on a pole or on the roof of the golf cart. Passengers riding on the golf cart shall be the Contractor's sole responsibility.
- b. Contractor shall provide three (3) new gasoline powered golf carts for the Parking Facilities as of the effective date of this Agreement. Security personnel shall use the gasoline powered golf carts to cover the expanse of the garages. Golf carts must be in fully operational condition at all times. Contractor shall provide all gasoline and OSHA and NFPA approved containers and storage cabinets for the gasoline. Each golf cart shall have a flashing warning light, amber in color. The strobe light shall be mounted on a pole or on the roof of each golf cart. Passengers riding on golf carts shall be the Contractor's sole responsibility.

3.2.4 Scanner Wands and Buttons

Contractor shall provide sufficient scanner wands and buttons to perform its services described herein.

- a. Contractor shall provide a minimum of three (3) scanner wands and position approximately forty (40) scanner button locations throughout the Theater District Parking Garages to ensure a constant and effective security patrol.
- b. Contractor shall provide a minimum of four (4) scanner wands and one hundred (100) scanner buttons at the George R. Brown Convention Center and related areas (Convention District Garage, surface parking lots, and historical homes near Convention Center).
- c. Contractor shall provide a minimum of two (2) scanner wands and sixty-four (64) scanner buttons at the Wortham Theater Center.
- d. Contractor shall provide a minimum of two (2) scanner wands and fifty-four (54) scanner buttons for Jones Hall.
- e. Contractor shall provide a minimum of two (2) scanner wands and fifteen (15) scanner buttons for Miller Outdoor Theatre.
- f. Contractor shall provide a minimum of one (1) scanner wand and fourteen (14) scanner buttons for the Houston Center for the Arts.
- g. Contractor shall provide a minimum of six (6) scanner wands and fifty-one (51) scanner buttons for Theater District Parks.

3.2.5 Whistles

All Security Officers must have handheld whistles.

4.0 UNIFORMS

Contractor shall provide all of the uniforms and uniform related items (rain gear, reflective vests, footwear, and other items as required) described in Exhibit "XIV" and as described below, at its sole expense.

4.1 Uniforms Generally

The Contractor shall, at its expense, not at its employees' expense, equip each Security Officer with a complete, distinctive uniform approved by the Director, suitable for both summer and winter operations. All uniform clothing shall be cleaned and pressed. Contractor shall provide four (4) sets of uniforms for each of its employees assigned to this Agreement. Security Officers should not deviate from Contractor's uniform and grooming policies (e.g., should not wear excessive jewelry, unusual hats, have visible body piercings, etc.), or carry more equipment than specified in the Post Orders. Contractor's uniform and grooming policies are subject to the Director's and Facility Managers' approval. **With the exception of ordinary footwear, all items related to uniforms, including outerwear, rain gear, and rain boots, shall be provided at Contractor's sole expense, not at its employees' expense.**

4.2 Subcontractors' Uniforms

Subcontractors shall also wear a complete, distinctive uniform approved by the Director, suitable for both summer and winter operations. Subcontractors' uniforms and identification badges shall meet the same criteria as required for Contractor.

4.3 Outerwear and Rain Gear

Security Officers required to work outside shall be supplied with boots, winter jackets, hats, rain

boots, and raincoats (bearing the Contractor's name and insignia). Additionally, Contractor shall provide rain pants for use by Security Officers assigned to direct traffic in the Parking Facilities and for those Security Officers who work outside during inclement weather at Facilities such as Theater District Parks and the Houston Center for the Arts.

4.4 Special Event and Ambassador Uniforms

Contractor shall also provide special event uniforms (i.e., a complete uniform with a more formal, blazer-style jacket, pants, and hat) to Security Officers who work at the Wortham Theater Center and Jones Hall. A special “Ambassador” uniform is required for some Security Officers assigned to the George R. Brown Convention Center. The special event and “Ambassador” uniforms are subject to the Director’s prior approval.

4.5 Reflective Vests

Contractor shall provide a minimum of twelve (12) reflective vests to Security Officers assigned to Parking Facilities, to be worn while directing traffic, mainly for events.

4.6 Footwear

All uniform clothing shall be accompanied by polished black leather or patent leather footwear.

5.0 VEHICLES

If Contractor’s supervisory personnel do not have their own motor vehicles, Contractor shall assign a sufficient number of vehicles to on-duty supervisors so that supervisory personnel may meet with the Director within 25 minutes of being contacted. Additionally, the Contractor shall provide motor vehicles for use by Security Officers if required in the Post Orders for a particular location. All vehicles provided by Contractor 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 and a cellular phone with sufficient range to provide communications between all Security Officers 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, at Contractor’s expense.

6.0 DATA, RECORDS, WORK PRODUCTS, ETC.

6.1 Personnel Time Log

To ensure accurate timekeeping and billing, Contractor shall use computerized time accounting systems at all Facilities and maintain a time log for all personnel performing services under this Agreement. Personnel time 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 Officer check-in at designated checkpoints. **Contractor will not be paid if the personnel time logs and invoices do not agree.** Contractor shall use a wand tour system to ensure Security Officers are making their rounds. Contractor shall give scanner reports to Facility Managers on a daily basis.

If a “biometric time clock” or a similar time-keeping system is implemented at any time during the Agreement, the Contractor shall ensure that its employees and subcontractors use the new technology in accordance with procedures or instructions to be provided by the Director of Security.

6.2 Absences

Contractor shall orally report the absence of any Security Officer from an assigned post or position to the Facility Manager and Director of Security. **This report shall be made no later than five (5) minutes after the start of the reporting time for the post or position. The report shall include the name of the absent employee, the post or position affected, and Contractor's efforts to meet the security needs of the Department. A relief Security Officer or Supervisor shall immediately fill the vacancy until other arrangements are made.**

6.3 Reports

Contractor shall ensure that Supervisors or Security Officers submit an approved written shift report ("**Daily Activity Report**") for every eight (8) hour shift worked by 10:00 a.m. on the morning following the shift. 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. Any operational problems with the scanner wands or button round system should be noted in the Daily Activity Reports for follow-up and resolution. Daily Activity Reports should be written in a clear, coherent manner.

"Incident Report" means an electronic report prepared by a Security Officer, and reviewed by a Supervisor, for Facility management detailing and describing any extraordinary event or unauthorized activity occurring during that Officer's duty shift that affects or might reasonably be expected to affect the security or safety of the Facility, the property located thereon, or any person at the Facility. Incident Reports shall be provided electronically.

All Security Officers shall continuously inspect the Facilities for safety hazards, items requiring repairs and maintenance, or other conditions requiring attention, to assist the Department with maintaining all Facilities in first class condition. Safety hazards and Facility security issues shall be reported ***immediately*** to the Director of Security and Facility management and must be corrected in an expedient manner. Oral notification shall be followed by electronic notification to the Director of Security and the appropriate Facility Manager(s).

6.4 Sign-in Sheets

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 Department staff member or 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 or the Director of Security immediately.

6.5 Weekly Work Schedules

Contractor shall submit weekly work schedules to the Facility Managers and to the Director of Security for each of the Facilities prior to the beginning of each week. The Director of Security or the Facility Managers may request that Contractor adjust the weekly work schedules. Director of Security and Facility Managers' requests may be made either orally or in writing.

7.0 LIQUIDATED DAMAGES

7.1 Understanding

Contractor and City agree that the security services should be provided in an effective and efficient manner to ensure the security services provided to the public 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 and Contractor's subcontractors. Contractor agrees that in the event the requirements of this Agreement and Exhibits attached thereto are not complied with, City may assess liquidated damages for non-compliance, the amount of any such liquidated damages as set out in Sections 7.4 and 7.5 to 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. Unsatisfactory conditions or performance attributable to Contractor's subcontractor shall also cause liquidated damages to be assessed against Contractor.

However, under no circumstances shall liquidated damages assessed against Contractor exceed **\$50,000.00** in any given Agreement year or renewal year. Nothing herein shall limit or affect the City's rights of termination.

7.2 Concept

Failure to comply with the requirements of this Agreement and more specifically this Scope of Services may result in two types of conditions: correctable and non-correctable. 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 will receive written notice of the details of non-compliance. The Contractor will have twenty-four (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 twenty-four (24) hours and respond to the Director in writing of the corrective action taken. In the event the unsatisfactory condition is not corrected (or action initiated where appropriate), the liquidated damages will be applied. The twenty-four (24) hour notice period shall begin when written notice is delivered to the Contractor's appropriate employee.

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

7.3 Inspection Rights

City reserves the right to inspect Facilities, procedures, personnel performance, or compliance with any requirement of this Agreement an unlimited number of times. Liquidated damages shall be assessed for each twenty-four (24) hour period that a correctable condition exists beyond the 24-hour notice period.

7.4 Correctable Conditions

Correctable Conditions include but are not limited to:

- 7.4.1 Failure to submit to Director or Director of Security all training materials for approval within 30 days after effective date of Agreement, or within 24 hours following Contractor's receipt of a written request for training materials.
Liquidated Damages - Five hundred dollars (\$500).

- 7.4.2 Allowing employee who has not completed eight (8) hours of training to work without supervision.
Liquidated Damages - One hundred dollars (\$100) per employee, per day.
- 7.4.3 Failure of employee to be in uniform or failure to have essential equipment (e.g., radios, identification badge).
Liquidated Damages - One hundred dollars (\$100) per instance.
- 7.4.4 Lack of familiarity with Post Orders, or Facility layout, amenities or services.
Liquidated Damages - One hundred dollars (\$100) per occurrence.
- 7.4.5 Failure to provide written Daily Activity Report or Incident Report.
Liquidated Damages - One hundred dollars (\$100) per occurrence.
- 7.4.6 Failure to provide weekly work schedule on time.
Liquidated Damages - One hundred dollars (\$100) per occurrence.
- 7.4.7 Failure to keep golf carts in functioning condition (three (3) gasoline powered golf carts for Theater District Parking Garage and one (1) electric powered golf cart for the George R. Brown Convention Center)
Liquidated Damages - One hundred dollars (\$100) for each golf cart not working, per day after the first 24 hours of service interruption.
- 7.4.8 Failure to keep bicycles in functioning condition.
Liquidated Damages - One hundred dollars (\$100) for each bicycle not working, per day after the first 24 hours of service interruption.
- 7.4.9 Failure to keep required equipment or supplies in inventory. Failure to keep required equipment, including scanner wands and button round system, in good working order.
Liquidated Damages – One hundred dollars (\$100) per occurrence.
- 7.4.10 Failure to have adequate number of employees on staff or failure to keep key positions staffed.
Liquidated Damages – One hundred dollars (\$100) per day.

Upon the third and additional instance of any repeat condition, in a ninety (90) day period, liquidated damages will be assessed at the time of notice to Contractor without the benefit of the cancellation of the liquidated damage assessment for correction of the condition within the twenty-four (24) hour period allowed for correction.

NOTE: Notice to Contractor of non-receipt of any required report may be made by telephone, fax or e-mail.

7.5 Non-Correctable Conditions

Non-Correctable Conditions include but are not limited to:

- 7.5.1 Failure of Contractor to have a post staffed as scheduled.
Liquidated Damages - Department staff shall periodically test Contractor on its performance in this area. Deficiencies may result in, among other things, a charge of one

hundred dollars (\$100) per hour for each hour or any portion thereof during which the post remains unstaffed, per instance.

- 7.5.2 Contractor employee asleep on duty.
Liquidated Damages – One hundred dollars (\$100) plus City will not pay for Contractor’s employee found asleep, per instance. Any of Contractor’s employees found sleeping on duty shall be replaced immediately.
- 7.5.3 Failure to provide adequate timesheet documentation showing Contractor’s employee worked number of hours charged to City.
Liquidated Damages - One hundred dollars (\$100) or the amount charged for undocumented hours, whichever is greater.
- 7.5.4 Failure to provide Security Guard Service when requested, resulting in financial loss to the City due to criminal activities, such as theft or vandalism, occurring during the absence of requested Security Officer(s).
Liquidated Damages – Contractor shall reimburse City for the replacement cost of items damaged, stolen, or vandalized due to Contractor’s failure to provide services as requested or one hundred dollars (\$100), whichever is greater.
- 7.5.5 Loss or damage to City-owned or client-owned equipment or supplies under Contractor’s control.
Liquidated Damages – Contractor shall reimburse City for the replacement of any City-owned or client-owned equipment or supplies lost or damaged due to Contractor’s actions or failure to act in a responsible manner.
- 7.5.6 Failure to keep overtime within acceptable limits (overtime shall not be billed to the City unless pre-approved by Director or Director of Security).
Liquidated Damages – One hundred dollars (\$100) per occurrence AND overtime invoiced to City shall not exceed the amount authorized.
- 7.5.7 Failure to comply with any other requirement of the Agreement not specifically listed in this section (for example, failure to conduct required drug testing and background checks, Security Officer failure to meet minimum requirements, allowing employee with DWI to drive on City property, etc.).
Liquidated Damages – One hundred dollars (\$100) per occurrence.

Note: The liquidated damages assessments listed above may be combined to suit the situation. For example, failure to have a post staffed as requested may result in liquidated damages of one hundred dollars (\$100) per hour, in accordance with Section 7.5.1 and reimbursement to the City for items that are damaged or stolen while the post is unstaffed, in accordance with Section 7.5.4.

Liquidated Damages for any non-correctable condition occurring more than once in a ninety (90) day period may be doubled, at the Director’s discretion.

8.0 ADDITIONS AND DELETIONS

The Director, by means of a written authorization to Contractor, may add other Facilities to this Agreement and any items or services provided by Contractor that are reasonably related to the scope of

this Agreement. The Director may also delete Facilities, items or services by written notice. Written notification of the deleted Facilities, items or services shall take effect upon the Contractor's receipt of such notice or on such other day as specified therein.

Addition of Facilities, items or services provided by Contractor shall be effectuated by substituting revised Schedules or Scope of Services statements that shall add to or replace the existing Schedule in the Post Orders or this Scope of Services, but only if the City has allocated sufficient funds to pay for the additions as provided in the Agreement. Additional items or services purchased by the City under this Agreement shall be priced at prices similar to those in Contractor's proposal or at prices agreed upon between City and Contractor. As of the Countersignature Date, each item or service added shall be subject to this Agreement, as if it had originally been a part, but any charge for such additions shall start to accrue only as of the effective date specified in Director's notice of addition. Charges for deletions shall be excluded from any sums otherwise due under the Agreement as of the date specified in Director's notice to Contractor.

9.0 SPECIAL SERVICES

A. At any time during the Agreement Term, the Director may issue a Special Services Authorization ("SSA") 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 SSA in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work. Should a conflict arise between the terms and conditions of a SSA and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.

B. To be effective, the SSA prepared by the Director will be in substantially the following form:

SPECIAL SERVICES AUTHORIZATION

To: (Name of Contractor [the "Contractor"])
From: City of Houston, Texas (the "City")
Date: (Date of Notice)
Subject: SSA pursuant to 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 Special Services charges applicable to each.]

Signed:

[Signature of Director]

- (3) The Director may issue more than one SSA, subject to the following limitations:
- (a) Council expressly authorizes the Director to approve individual SSA's of up to \$25,000. Any SSA in excess of this amount must be approved by the City Council.
 - (b) If a SSA describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - (c) The total of all SSAs issued under this section may not increase the original Agreement amount by more than **25%**.

(4) Whenever Contractor receives a SSA, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the SSA. 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 without an additional charge for labor provided by Contractor. If the work described in any SSA 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 Director's decision regarding a time extension is final.

(5) A product or service provided under a SSA is subject to inspection, acceptance, or rejection in the same manner as the work described in this Agreement, and is subject to the terms and conditions of this Agreement as if it had originally been a part of the Agreement.

- (6) SSAs are subject to the Allocated Funds provisions of this Agreement.

10.0 OUTSIDE EMPLOYMENT

Contractor shall not provide hourly Event Guard Services to clients of the Department ("Event Guard Services") unless the Director specifically requests such services in writing beforehand. The form of Contractor's written agreement with the Department's clients, if any, shall be subject to the prior written approval of the City Attorney (or his designee).

Notwithstanding the foregoing, Contractor's employees shall not allow clients, or unknown persons from the public at large, unauthorized access to secured areas of the Facilities at any time.

11.0 CONTRACTOR'S PHASE-IN

The Contractor must be prepared to accomplish a smooth and successful transition of operations and services and will have up to a thirty (30) day phase-in period. Contractor's Phase-in period shall begin upon receipt of a start phase-in notice from the Director (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last approximately thirty (30) days or fewer, preceding the receipt of Notice to Proceed. The incumbent vendor shall be responsible for performing the duties and services listed in its contract during the 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 incumbent's 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 Contractor to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval. Contractor shall have no responsibilities for operating or maintaining the Security Guard Services during the Phase-in period. The Phase-in period will end at issuance of the official Notice to Proceed, at which time Contractor shall assume full responsibility for the operations of the Security Guard Services.

For those incumbent Security Officers that the City wishes Contractor to retain, Contractor shall grandfather the tenure of those Security Officers by carrying over their years of service at the Facilities working for the previous contractor for vacation purposes, at no additional cost to the City.

Contractor shall perform the Phase-in services listed above at no cost to the City.

12.0 CONTRACTOR'S PHASE-OUT

Contractor recognizes that the services provided by the Agreement are vital to the City's overall efforts to provide safe and efficient convention and entertainment facilities 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. Contractor shall provide City with all Documents related to this Agreement.

Accordingly, Contractor shall be required to provide Phase-out services for up to thirty (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, eight 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 its 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 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.

ATTACHMENT A

CURRENT SECURITY GUARD SERVICE CONTRACT

Dept.	Contract Number	Contractor	Start Date	End Date	Option Years
CEF	C55720	Stanley Smith Security d/b/a Initial Security (now known as AlliedBarton Security Services)	3/9/04	estimated to fund out in December 2008	2 *

This is the current security guard service contract for the City of Houston Convention & Entertainment Facilities Department, awarded by City Ordinance No. 04-0135.

SECTION III. PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposers are encouraged to include additional relevant information.

Letter of Transmittal

The letter of transmittal should be limited to one (1) or two (2) pages and should include:

1. A brief statement of the proposer's understanding of the work to be done.
2. The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the proposer.
3. A statement that the person signing the transmittal letter is authorized to legally bind the proposer; that the proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty days (180) after receipt of the best and final offer and that the proposal will comply with the requirements and arrangements in Section I of this RFP.

NOTE: PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

4. A statement that the per unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

Financial Statement

Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax forms filed to the Internal Revenue Service (IRS) for the past two years

Title Page

The title page should include the RFP subject and RFP number, the name and address of the proposer and the date of the proposal.

Contents

The contents should be identified by section, description, and page number and should include the following information:

- a. Title Page
- b. Signed Submittal Form (Exhibit II)
- c. Letter of Transmittal
- d. A statement of the firm's capabilities and related experience.
- e. Organizational Chart, Resumes & Certifications/Licenses of key personnel assigned to the project.
- f. A detailed description of the proposed services.

- g. A description of proposed equipment
- h. Financial Statement and Dunn & Bradstreet Reports, audited financial statements, or Federal Tax forms filed for past two years.
- i. Signed M/WBE Form: Attachment "A" Schedule of M/WBE Participation (Exhibit I)
- j. A list of references that use the proposer's equipment/services, including addresses, telephone numbers and the name of a contact person. See attached Exhibit II, "List of Previous Customers/List of Subcontractors/Submittal Form."
- k. Fee Schedule (Exhibit III) and Minimum Equipment Requirements at Start of Security Guard Services Agreement (Exhibit XIV). The Fee Schedule should include the proposed hourly rates that will be paid to Proposer's employees.
- l. Fair Campaign Ordinance Form (Exhibit V)
- m. Affidavit of Ownership or Control (Exhibit VIII)
- n. Drug Policy Compliance Agreement (Exhibit VI)
- o. Pay or Play Acknowledgement Form (Exhibit X)
- p. Requested information outlined in the Scope of Services and other additional relevant/supporting information.
- q. Proof of Insurance and Performance Bond compliance.
- r. Photographs of uniforms including special event uniforms, "Ambassador" uniforms, outerwear and rain gear.
- s. A description of employee benefits and incentive program (if any).
- t. Bid bond in the amount of \$20,000.
- u. Conditions of the Proposal form (Exhibit XI)

Recommendations/Exceptions

If your organization takes exceptions to the equipment and/or services requested in this RFP, please state your objection specifically within the cover letter of your proposal. If you feel the technical specifications are slanted toward one (1) particular vendor or service provider, please state in writing your concerns. If you feel that another firm has been given any type of an advantage in responding to this RFP, please notify the City of Houston, Finance and Administration Department, Strategic Purchasing Division, Attn: Richard Morris (832) 323-8736, Fax (713) 247-2136, 901 Bagby, Houston, Texas 77002.

Invoices

The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:

City of Houston
 Appropriate Department
 Accounts Payable Section
 P.O. Box 61469
 Houston, Texas 77208

The City of Houston requires timely and accurate accounting and billing information. Invoices are due to the City within fifteen (15) days following the end of the previous month. The City shall pay Contractor on the basis of monthly invoices submitted by Contractor and approved by the Director, showing the hourly rates and number of hours worked for all categories of personnel who performed services during the previous month and itemizing any equipment provided and the cost thereof during the previous month. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

Indemnity and Release

A. RELEASE

CONTRACTOR 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.

B. INDEMNIFICATION

CONTRACTOR 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, ATTORNEYS' 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:

1. CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
2. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
3. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

C. INDEMNIFICATION

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.

Indemnification Procedures

1. Notice of Claims:

If the City or Contractor 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:

- A. a description of the indemnification event in reasonable detail,
- B. the basis on which indemnification may be due, and
- C. the anticipated amount of the indemnified loss.

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 days period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffer loss, or incurs expense because of the delay.

2. Defense of Claims:

A. Assumption of Defense: Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonable satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does; not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

B. Continued Participation:

If Contractor 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. Contractor 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 Contractor 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.

Insurance Requirements

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. **The issuer of any policy shall have a Certificate of Authority to**

transact insurance business in the State of Texas or 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 of Best's Key Rating Guide, Property-Casualty United States.

Insurance

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or 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 of Best's Key Rating Guide, Property-Casualty United States.

Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

1. Commercial General Liability Insurance including Contractual Liability:
 - ❖ \$1,000,000 per occurrence;
 - ❖ \$2,000,000 aggregate, (defense costs excluded from face value of the policy)

2. Workers' Compensation including Broad Form All States Endorsement:
 - ❖ Amount shall be statutory amount.
 - ❖ **Employer's Liability cannot be used as a substitute for Workers' Compensation**

3. Automobile Liability (See Note Below):
 - ❖ \$1,000,000 Combined Single Limit per occurrence

Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.

(See Insurance Requirements Exhibit IV for a sample insurance certificate format).

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

2. Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
3. Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or 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, Property-Casualty United States.
4. Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
5. Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
6. Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
7. Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
8. Endorsement of Primary Insurance: Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
9. Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
10. Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
11. Proof of Insurance
 - A. On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from

Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

- B. Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
1. immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 2. purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

12. Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

Contractor Performance Language

Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient, and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

Inspections and Audits

City representatives may have the right to 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 three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

SECTION IV. EVALUATION AND SELECTION PROCESS

Award Of Contract

The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. Each respondent will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

- | | | |
|----|--|-------------|
| a. | Professional background and experience of the proposer, the management staff, and proposed security officers. | 30% |
| b. | Proven track record with facilities of comparable size and complexity including airports, shopping malls, office buildings, convention centers and theater facilities. Results of interviews and/or reference checks will be taken into account. | 25% |
| c. | Bidder's financial strength and proposed fees. | 25% |
| d. | Bidder's demonstrated level of commitment and ability to provide all services and equipment on an expedited basis as outlined in the RFP, including willingness to agree to all legal requirements. | 15% |
| e. | M/WBE Participation | <u>5%</u> |
| | | Total: 100% |

EXHIBIT I
GOAL ORIENTED MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS

ATTACHMENT "A"
CITY OF HOUSTON
SCHEDULE OF M/WBE PARTICIPATION

DATE OF REPORT: _____

BID No.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/ WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION No.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE No.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____%
TOTAL BID AMOUNT.....					\$ _____

ATTACHMENT "A" (CONTINUED)

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

**NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.**

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OF PRINT)

TITLE

ATTACHMENT "B"
LETTER OF INTENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
Name of Minority/Women Business Enterprise
services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
Name of Minority/Women Business Enterprise
available through the City of Houston Affirmative Action Division. Certificate No.: _____.

3. _____ and _____
Name of Prime Contractor **Minority/Women Business Enterprise**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The terms and conditions of Attachment "C" attached hereto are incorporated into this Letter of Intent for all purposes.

Signed-Prime Contractor

Signed-Minority/Women Business Enterprise

Title

Title

Date

Date

ATTACHMENT “C”
CITY OF HOUSTON CERTIFIED M/WBE SUBCONTRACT TERMS

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Affirmative Action Director (“the Director”)
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As concluded by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBEs and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas.

ATTACHMENT "D"
CITY OF HOUSTON
Affirmative Action and Contract Compliance
M/WBE Utilization Report

Report Period _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT No.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE No.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF AA CERTIFICATIO N	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
 Provide support documentation on all revenues paid to end of the report period to:
 M/WBEs to reflect up/down variances on contract amount

Affirmative Action Division
 ATTN: Velma Laws 713-837-9018
 611 Walker, 7th Floor
 Houston, Texas 77002

EXHIBIT II

LIST OF PREVIOUS CUSTOMERS/LIST OF SUBCONTRACTORS/SUBMITTAL FORMS

LIST OF PREVIOUS CUSTOMERS:

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. **Contractor must have references documenting that it has performed security guard services in some of the following types of facilities: libraries, health clinics, governmental agencies.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not include 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. **Bidders' capability and experience shall be a factor is determining best bid for the City. Contractor must have references documenting that it has performed security guard services**

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

SUBMITTAL FORM

NOTE: PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

The undersigned, as Proposer, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract.

Respectfully Submitted:

(print or type name of Contractor – full company name)

By: _____
(signature of authorized officer or agent)

Name: _____
Title: _____
Date: _____

Attest/Witness: _____
(signature)

Name: _____
Title: _____
Date: _____

Address of Contractor: _____

Telephone No. of Contractor: (_____) _____

(signature, name and title of Affiant)

Notary Public in and for _____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT III—FEE SCHEDULE

FEE SCHEDULE

NOTE: Hours are estimates only and are subject to change.

Agreement Year 1	Estimated Hours	Hourly Rate	Estimated Total
Security Officer hours	240,222 x _____	per hour =	\$ _____
Supervisor hours	24,544 x _____	per hour =	\$ _____
Asst. Project Manager hours	4,116 x _____	per hour =	\$ _____
Project Manager hours	2,058 x _____	per hour =	\$ _____
		Equipment cost, per year:	\$ _____
Total Agreement Year 1			\$ _____

Agreement Year 2	Estimated Hours	Hourly Rate	Estimated Total
Security Officer hours	240,222 x _____	per hour =	\$ _____
Supervisor hours	24,544 x _____	per hour =	\$ _____
Asst. Project Manager hours	4,116 x _____	per hour =	\$ _____
Project Manager hours	2,058 x _____	per hour =	\$ _____
		Equipment cost, per year:	\$ _____
Total Agreement Year 2			\$ _____

Agreement Year 3	Estimated Hours	Hourly Rate	Estimated Total
Security Officer hours	240,222 x _____	per hour =	\$ _____
Supervisor hours	24,544 x _____	per hour =	\$ _____
Asst. Project Manager hours	4,116 x _____	per hour =	\$ _____
Project Manager hours	2,058 x _____	per hour =	\$ _____
	Equipment cost, per year:		\$ _____
Total Agreement Year 3			\$ _____

Option Year 1	Estimated Hours	Hourly Rate	Estimated Total
Security Officer hours	240,222 x _____	per hour =	\$ _____
Supervisor hours	24,544 x _____	per hour =	\$ _____
Asst. Project Manager hours	4,116 x _____	per hour =	\$ _____
Project Manager hours	2,058 x _____	per hour =	\$ _____
	Equipment cost, per year:		\$ _____
Total Option Year 1			\$ _____

Option Year 2	Estimated Hours	Hourly Rate	Estimated Total
Security Officer hours	240,222 x _____	per hour =	\$ _____
Supervisor hours	24,544 x _____	per hour =	\$ _____
Asst. Project Manager hours	4,116 x _____	per hour =	\$ _____
Project Manager hours	2,058 x _____	per hour =	\$ _____
	Equipment cost, per year:		\$ _____
	Total Option Year 2		\$ _____
TOTAL—ALL FIVE YEARS			\$ _____

**Minimum hourly rates to be paid to employees
(to increase each Agreement Year by the lesser of 2% increase each Agreement Year or annual CPI increase)**

	Security Officer	Supervisor	Assistant Project Manager	Project Manager	Percentage change
Agreement Year 1	\$10.50	\$18.36	\$23.87	\$26.66	
Agreement Year 2	\$10.71	\$18.73	\$24.35	\$27.19	0.02
Agreement Year 3	\$10.92	\$19.10	\$24.84	\$27.73	0.02
Option Year 1	\$11.14	\$19.48	\$25.34	\$28.28	0.02
Option Year 2	\$11.36	\$19.87	\$25.85	\$28.85	0.02

**Proposed hourly rates to be paid to employees
(to increase each Agreement Year by the lesser of 2% increase each Agreement Year or annual CPI increase)**

	Security Officer	Supervisor	Assistant Project Manager	Project Manager	Percentage change
Agreement Year 1	\$	\$	\$	\$	
Agreement Year 2	\$	\$	\$	\$	
Agreement Year 3	\$	\$	\$	\$	
Option Year 1	\$	\$	\$	\$	
Option Year 2	\$	\$	\$	\$	

PERFORMANCE INCENTIVE

Maximum performance incentive amount for each Agreement Year:

<u>Agreement Year</u>	<u>Maximum Annual Performance incentive Amount</u>
First Year	\$100,000
Second Year	\$100,000
Third Year	\$100,000
Renewal Year 1	\$100,000
Renewal Year 2	\$100,000
	\$500,000

**EXHIBIT IV
CITY OF HOUSTON
INSURANCE REQUIREMENTS FOR CONTRACTS**

To comply with the terms and conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Workers' Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that the **issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes): -

=====CANCELLATION=====

J. D.

OR MATERIALLY ALTERED OR NON-RENEWED
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS
WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE
LEFT), BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By attaching the endorsement in the forms attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 30 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have a rating of B+ or better and a financial size category of VI or better according to Best's Key Rating Guide, Property & Casualty – United States, of insurance companies or have a Certificate of Authority to conduct insurance business in the State of Texas.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **60** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)

TE 0202A CANCELLATION PROVISION OR COVERAGE CHANGE
ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKER COVERAGE FORM**

This endorsement is a part of your policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as your policy if issued with it. If issued at a later date the name, policy number and effective date must be shown.

Issued by the **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY** of Bloomington, Illinois, or the **STATE FARM FIRE AND CASUALTY COMPANY** of Bloomington, Illinois, or the **STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS** of Dallas, Texas, as shown by the company's name on the policy of which this endorsement is a part.

Named Insured: _____
Countersigned Harlan B. Garner, Authorized Representative
Policy Number: _____
Effective Date: _____

Thirty (30) days before this policy is cancelled or materially changed to reduce or restrict coverage we will mail notice of the cancellation or change to:

City of Houston, Finance and Administration Department, Strategic Purchasing Division,
P.O. Box 1562, Houston, Texas 77251-1562
(Enter Name and Address)

TE 02 02A

**FORM TE 02 02A – CANCELLATION PROVISION OR
COVERAGE CHANGE ENDORSEMENT
Texas Standard Automobile Endorsement
Ed. Effective 11/87**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART.

SCHEDULE

Number of Days _____

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:

2. We may cancel this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 30 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. The number of days shown in the Schedule before the effective date of cancellation if we cancel for any other reason.

TEXAS WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY MANUAL

Original Printing

Effective January 1, 1994

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A of the information page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. Number of days advance notice: 30 days
2. Notice will be mailed to:
CITY OF HOUSTON
FINANCE & ADMINISTRATION DEPT.
STRATEGIC PURCHASING DIVISION
P.O. BOX 1562
HOUSTON, TEXAS 77251

*******SAMPLE*******

SAMPLE FOR AWARD OVER \$50,000.00
ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

-
- COMPANY A
-
- COMPANY B
-
- COMPANY C
-
- COMPANY D
-
- COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$2,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Workers' Compensation and Employee Liability	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies. and Waiver of Subrogation on Auto, General Liability, and Workers' Compensation. Material alteration on cancellation notice as shown below.
 For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED ALTERED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT V

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, all partners of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

**FORM A
CONTRACTOR SUBMISSION LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached proposal, submission or bid of _____

_____ ("the firm"),
whose business mailing address is _____

The firm is organized as a (check one as applicable): Include limited liability companies and partnerships

sole proprietorship whose proprietor is _____

_____ (Include the business mailing address of the proprietor or note "same" if it is the same as above).

a partnership, list all partners having an equity interest of ten percent (10%) or more:

_____ (Include the business mailing address of each person or note "same" if it is the same as above).

a corporation, list all officers, list all directors and list all holders of ten percent (10%) or more of the outstanding shares of stock:

<u>Officers: Name/Title/Address</u>	<u>Directors/Address</u>	<u>Stockholders(10% Or More)/Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Include the business mailing address of each person or note "same" if it is the same as above.)

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed name

Title

NOTE:

This list constitutes a **government record**, as defined by **Section 37.01** of the Texas Penal Code. Submission of a false government record is punishable as provided in **Section 37.10** of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

REVISED - 03/28/01

EXHIBIT " VI "

**DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS**

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

**CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____, _____,
(Name) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.17 of Executive Order No. 1-31, that will be involved in performing _____.
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

(Title)

EXHIBIT VII
PERFORMANCE BOND

PERFORMANCE BOND

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS

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 **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000)** 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 **Security Guard Services Agreement**, 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:

Assistant City Attorney

Purchasing Agent of the City of Houston

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, i.e., president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[NO./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address **[OPTIONAL]** _____

6. Optional Information

Contracting Entity and/or _____ [**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (_____) _____
Tax Years _____

Status of Appeal [**DESCRIBE**] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant’s knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

EXHIBIT IX

BID BOND

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

THAT WE, _____, as principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, (hereinafter called the "City") a municipal corporation, in the sum of **TWENTY THOUSAND DOLLARS (\$20,000.00)**.

The condition of this obligation is such that:

WHEREAS, the said principal is submitting to the City his or its bid for the performance of certain work for the City of which the following is a brief description, to-wit:

A proposal to provide security guard services to the City's Convention & Entertainment Facilities Department in accordance with the specifications for such work upon which such bid is made to which specifications reference is made for a more full description of the work referred to.

NOW, THEREFORE, if the said bidder is awarded the contract for such work, the said bidder will, within the time provided in the specifications, enter into a contract with the City therefor upon the form and to the purpose and intent provided in the specifications and will furnish a good and sufficient performance surety bond executed by said bidder and one corporate surety organized under the laws of the State of Texas or authorized to do business in the State of Texas and listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department, which bond shall be for an amount equal to ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000— for the performance bond) and shall be conditioned in accordance with the requirements stated in the specifications upon which such bid is being submitted.

In the event said bidder is unable or fails to execute said contract for the work proposed to be done, is unable or fails to furnish insurance as specified, or is unable or fails to furnish said performance bond in the amount and condition as aforesaid, the undersigned principal and surety shall be liable to said City for the full amount of this obligation which is here and now agreed upon and admitted as the amount of the damages which will be suffered by the City on account of the failure of such bidder to so comply with the terms of this bid.

Executed this _____ day of _____, A.D. 20__.

ATTEST:

PRINCIPAL:

Secretary

By: _____
Title: _____

[AFFIX CORPORATE SEAL]

WITNESSES:

SURETY:

By: _____
Title: _____

OR

ATTEST:

Secretary

[AFFIX CORPORATE SEAL]

EXHIBIT X
PAY OR PLAY FORMS



**City of Houston
Affirmative Action and Contract Compliance**

Form POP-1
7.1.07

**Pay or Play
Program Requirements**

Pay or Play Program Elements

Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

Program Elements

1. Covered contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered contractor or subcontractor, including contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city contract or subcontract.
3. Compliance with the program means that the contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The prime contractor is responsible for compliance on behalf of covered employees, including contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a contract to a contractor that neither Pays nor Plays only if the contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit

responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

Documentation and Reporting Requirements

- A. Document that must be signed and returned to administering department with the bid/proposal.
1. Notice to Prospective City Contractors (Form POP-1A) acknowledges bidder/proposers' knowledge of the program and its requirements, and the intention to comply.
- B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low bidder or successful proposer status:
1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note - Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
 2. List of Participating Subcontractors (Form POP-3)
 3. If applicable, Contractor/Subcontractor Waiver Request (Form POP-4)
- C. The contractor will comply with the following reporting requirements:
1. **Contractors that opt to Play**
Provide periodic reports to the contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of contract.
 2. **Contractors that opt to Pay**
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

Compliance and Enforcement

The Affirmative Action and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.



City of Houston

Form POP-1A
7.1.07

**Pay or Play Program
Acknowledgement Form**

What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

Email Address



CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM

Contractor Name: _____ \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

- Yes No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees, including covered subcontractors' employees, under the contract with the City.

- Yes No Contractor agrees to offer health benefits to each covered employee, including covered subcontractors' employees that meet or exceed the following criteria:
 - (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
 - (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost.

- Yes No Contractor agrees to pay on behalf of some covered employees and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable.

- Yes No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.

- Yes No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Affirmative Action and Contract Compliance Office. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

I hereby certify that the above information is true and correct.

CONTRACTOR (Signature)

DATE

NAME AND TITLE (Print or type)

EXHIBIT XI--CONDITIONS OF THE PROPOSAL

Conditions of the Proposal	
	In submitting a response to this RFP, bidder acknowledges and accepts the following conditions, and makes the following representations. Please initial each sub-paragraph below in your response:
1.	<u>Ownership of Bids</u> - All bids in response to this RFP are to be the sole property of the City.
2.	<u>Oral Contracts</u> - Any alleged oral contracts or arrangements made by a bidder with any employee of the City will be superseded by the written contract.
3.	<u>No Gratuities or Favors</u> - The bidder shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City (including any and all members of bid evaluation committees) for the purpose of influencing consideration of a bid.
4.	<u>Amendment or Cancellation</u> – The City reserves the right to amend or cancel this RFP, at any time.
5.	<u>Rejection for Default or Misrepresentation</u> – The City reserves the right to reject the bid of any bidder that is in default of any prior contract or for misrepresentation.
6.	<u>Clerical Errors in Awards</u> – The City reserves the right to correct inaccurate awards resulting from its clerical errors.
7.	<u>Rejection of Qualified Bids</u> - Bids are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.
8.	<u>Presentation of Supporting Evidence</u> - If requested, bidder(s) shall present evidence of experience, ability and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the bids.
9.	<u>Changes to Bids</u> - No additions or other changes to the original RFP submissions will be allowed after submittal. While changes are not permitted, clarifications may be required at the sole expense of the bidder.
10.	<u>Collusion</u> - In submitting a bid, the bidder implicitly states that the bid is not made in connection with any competing bidder submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the bidder did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no City employee participated directly or indirectly in the bidder’s bid preparation.
11.	<u>Costs</u> - Bidder shall be liable for any costs incurred in the preparation of this RFP.
12.	<u>Subcontractors</u> - The use of subcontractors must be clearly identified and explained in the bid. The Contractor shall be wholly responsible for the performance of the contract in its entirety whether or not subcontractors are used. Subcontractors shall be bound by the terms and conditions of this RFP. The Contractor shall indemnify and hold the City harmless from any and all activities related to the services provided by their subcontractor(s) under the contract.

EXHIBIT XII--SHADOW FILE FORM

**APPLICANT/EMPLOYEE FILE CHECKLIST
CITY OF HOUSTON**

Name:

Shadow File Complete

Documents/ Requirements:	Document Collected:	Recruiter Initials:	Date Verified:	HR Initials:	Date Verified:
-------------------------------------	--------------------------------	--------------------------------	---------------------------	-------------------------	---------------------------

Minimum Age 21

Minimum 6 mths

Security

Experience

HS Diploma/GED

DD-214:

Honorable

Discharge

Drug Screen **Date signed:**
consent form & **Date Completed:**
test **Eligible: Y N**

Background Check **Date entered:**
(No Misdemeanor of **Date received:**
Moral Turpitude w/in 7 **Eligible: Y N**
yrs.)

Texas DPS
Security License

License App. (for **Date Completed:**
EE's with inactive
licenses) **Date Mailed:**

TDPS Website
Printout

TDPS L1 Training
Certificate

TDPS L2 Training
Certificate

8 Hrs. Training

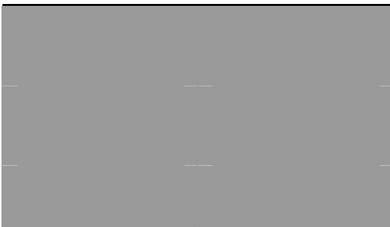


EXHIBIT "XIII"
PERFORMANCE INCENTIVE PROGRAM

PERFORMANCE INCENTIVE PROGRAM

1. PERFORMANCE INCENTIVE - INSTRUCTIONS

The purpose of each evaluation is to judge the performance of the Security Guard Service operations and to determine whether Contractor's performance during the evaluation period met or exceeded the expectations of the City.

STEP 1:

Post the name of the Facility and evaluation period on the Performance Incentive evaluation and calculation forms.

Evaluate the performance of the Contractor at each individual Facility, using the Performance Evaluation Form, under each category. Each item under each category will be rated on a scale of 1 to 10, with 1 = poor and 10 = excellent.

For those items for which there are multiple questions under a category, the points for a Yes or No answer are listed. Circle Yes or No and total the points for the category.

Those items that are not applicable for a particular Facility should be marked N/A. The format of the following Performance Incentive Calculation Form is subject to revision as agreed upon by Director and Contractor to account for changes in the scope of services.

STEP 2:

Calculate Available Incentive Percentage Amount. Post this information on the Performance Incentive Calculation Form.

STEP 3:

Transfer total points for each category to the Performance Incentive Calculation Form. The total score, of a maximum score of 400 points, should be divided by four (4), to obtain a total score not to exceed 100 points. Calculate the available Performance Incentive to be awarded for each category by multiplying the percentage of points awarded by the total Performance Incentive amount available.

The Performance Incentive amount available is the total Available Incentive Amount of \$25,000 per quarter, not to exceed \$100,000 per Agreement Year.

The three different regions of the Department, Parking Facilities, George R. Brown Convention Center (and related areas), and the Theater District Facilities (all other Facilities), shall calculate their scores in a proportionate basis, based on their approximate usage of the Security Guard Services.

STEP 4:

Calculate the Incentive Amount for each category to the Total sheet and add up the total Incentive to be awarded by adding the amounts awarded for each category.

The scores from the three separate regions, Parking Facilities, Theater District Facilities, and the George R. Brown Convention Center, will be combined and weighted as shown below. These weights have been assigned in accordance with each region’s estimated usage of Security Guard Services. If the proportionate usage of the three separate regions changes as the Agreement progresses, the Contractor and the Director may mutually agree to assign different weights to these regions.

Parking Facilities	GRBCC and related areas (Convention District Garage, surface parking lots, and historical homes)	Theater District Facilities (all other Facilities)	TOTAL SCORE
24%	38%	38%	100%

2. SECURITY GUARD SERVICES OVERVIEW

Parking Facilities	GRBCC and related areas (Convention District Garage, surface parking lots, and historical homes)	Theater District Facilities (all other Facilities)	TOTAL (Maximum score: 100 points)
24%	38%	38%	100%
Maximum Performance Incentive: \$6,000.00 per quarter	Maximum Performance Incentive: \$9,500.00 per quarter	Maximum Performance Incentive: \$9,500.00 Per quarter	Not to exceed \$25,000 per quarter

Maximum Performance Incentive Amount Available
Not to exceed \$100,000 per Agreement Year or \$25,000 per Quarter

**EXAMPLE OF
PERFORMANCE INCENTIVE CALCULATIONS
(If Percentage Scores = 100)**

Amount Available x Percentage Score = Performance Incentive for Quarter

1.	Parking Facilities (including Theater District Parking Garages and tunnels, Lots C&H, and HPD parking lot)	\$ 6,000	X 100% = \$ 6,000
2.	George R. Brown Convention Center including Convention District Garage, GRBCC surface parking lots, and historical homes	\$ 9,500	X 100% = \$ 9,500
3.	Theater District Facilities Theater District Parks (Jones Plaza, Bayou Place, Sabine Promenade, Fish Plaza, Sesquicentennial Parks I & II, and Root Memorial Square Park, and Talento Bilingue de Houston) Wortham Theater Center Jones Hall Miller Outdoor Theatre Houston Center for the Arts and Houston Center for the Arts parking lot	\$ 9,500	X 100% = \$ 9,500

TOTAL POSSIBLE PERFORMANCE INCENTIVE AMOUNT = \$ 25,000 per Quarter

MAXIMUM PERFORMANCE INCENTIVE:

PARKING FACILITIES	\$ <u>6,000</u>
GEORGE R. BROWN CONVENTION CENTER	\$ <u>9,500</u>
<u>THEATER DISTRICT FACILITIES</u>	\$ <u>9,500</u>

TOTAL PERFORMANCE INCENTIVE FOR QUARTER = \$ 25,000

PERFORMANCE INCENTIVE PERFORMANCE INCENTIVE – EVALUATION FORM

EVALUATION PERIOD: _____

RATING: 0 = POOR to 10 = EXCELLENT

CATEGORY I. CUSTOMER SERVICE (100 points max)	Parking Facilities	GRBCC	Theater District Facilities
A) Responsiveness to incidents: Excellent = 10 Poor = 0			
B) Visitors sign in and out as required by contract. Yes = 10 No = 0			
C) Posts are staffed as required. Yes = 10 No = 0			
D) Security Officers are effectively trained in Facility information and customer service procedures. Yes = 10 No = 0			
E) Security Officers sign in and out as required. Yes = 10 No = 0			
F) Customer complaints. No complaints/minor complaints = 10 Frequent/serious complaints = 0			
G) Security Officers assist the disabled in a sensitive and helpful manner. Yes = 10 No = 0			
H) Security Officers have been trained to deal with emergencies: fire, bomb threat, terrorism, flood, and evacuation. Yes = 10 No = 0			
I) Security Officers have taken basic first aid training: CPR and AED training Yes = 10 No = 0			
J) Telephone, radio, and e-mail messages are answered promptly. Yes = 10 No = 0			
TOTAL SCORE			

CATEGORY II. EFFICIENCY OF OPERATION (100 points max)	Parking Facilities	GRBCC	Theater District Facilities
A) Safety and security concerns are reported in a timely manner. Yes = 10 No = 0			
B) Daily Activity reports are submitted on time. Yes = 10 No = 0			
C) Post Orders are followed. Yes = 20 No = 0			
D) <u>Effective use of personnel:</u> Manning for peak periods is anticipated. Yes = 10 No = 0			
E) Security Officers wear appropriate uniforms and identification badges. Yes = 10 No = 0			
F) Incident Reports contain relevant facts and are submitted in a timely manner. Yes = 10 No = 0			
G) Time clock information is recorded accurately and matches invoices. Yes = 10 No = 0			
H) Security Officers communicate effectively and provide accurate information to clients and customers of the Facility. Yes = 10 No = 0			
I) Security Officers provide complete scanner reports, to confirm that assigned rounds have been made. Yes = 10 No = 0			
TOTAL SCORE			

CATEGORY III. MANAGEMENT PERFORMANCE (100 points max)	Parking Facilities	GRBCC	Theater District Facilities
A) <u>Project Manager and Assistant Project Managers</u> 1) Are responsible and meet requirements. Yes = 5 No = 0			
2) <u>Supervisors</u> Are responsible and meet requirements. Yes = 5 No = 0			
B) Adherence to Agreement hiring standards. Background checks have been conducted as required by Agreement. Yes = 20 No = 0			
C) Training requirements have been met and documented. Yes = 10 No = 0			
D) Corporate management attends meetings if requested. Yes = 10 No = 0 (If not requested, assign 10 points.)			
E) Relief guards are scheduled in a timely manner. Yes = 10 No = 0			
F) Service Guard Services are implemented as scheduled. (Rating x 4 = 40 points maximum) Yes = 40 No = 0			
TOTAL SCORE			

CATEGORY IV. RESPONSIVENESS TO FACILITY (100 points max) Rate on a scale where 10 points is the best: 10 points = Excellent, exceeds expectations 8 points = Meets requirements with rare exceptions 6 points = Usually meets requirements 4 points = Needs to improve 2 points = Frequently not meeting requirements 0 points = Failing	Parking Facilities	GRBCC	Theater District Facilities
A) Assists Facility management in planning for special events including holidays and peak periods. 10 = best performance 0 = worst			
B) Copy of current Post Orders for Facility are kept in Security Officer posts. Yes = 10 No = 0			
C) Responds to Facility management/Director of Security's requests in a timely manner. Yes = 10 No = 0			
D) Time clock information is submitted on time and does not contain errors. Yes = 10 No = 0			
E) Invoices are submitted within 15 days after the end of the previous month and do not contain errors. Yes = 10 No = 0			
F) Overall performance. (Rating x 5 = 50 points maximum) 50 points = best . . . 0 points = worst			
TOTAL SCORE			

PERFORMANCE INCENTIVE - CALCULATION FORM

EVALUATION PERIOD: _____

AVAILABLE INCENTIVE PERCENTAGE

<u>FACILITY</u>	CATEGORY	POINTS AVAILABLE	%	POINTS AWARDED	AVAILABLE INCENTIVE \$ AMOUNT	% OF TOTAL POINTS	AVAILABLE INCENTIVE PERCENTAGE
	I. CUSTOMER SERVICE	100	25				
	II. EFFICIENCY OF OPERATION	100	25				
	III. MANAGEMENT PERFORMANCE	100	25				
	IV. RESPONSIVENESS TO FACILITY	100	25				

PERFORMANCE INCENTIVE - CALCULATION FORM

PERFORMANCE INCENTIVE EVALUATION TOTALS:

FACILITY: _____

CATEGORY I. 25%
CUSTOMER SERVICE \$ _____

CATEGORY II. 25%
EFFICIENCY OF OPERATION \$ _____

CATEGORY III. 25%
MANAGEMENT PERFORMANCE \$ _____

CATEGORY IV. 25%
RESPONSIVENESS TO FACILITY \$ _____

TOTAL AMOUNT RECOMMENDED FOR INCENTIVE \$ _____

TOTAL INCENTIVE CALCULATION PER QUARTER			
Parking Facilities	GRBCC and related areas (Convention District Garage, surface parking lots, and historical homes)	Theater District Facilities (all other Facilities)	TOTAL INCENTIVE NOT TO EXCEED \$100,000 PER AGREEMENT YEAR
Total amount recommended for incentive multiplied by .24	Total amount recommended for incentive multiplied by .38	Total amount recommended for incentive multiplied by .38	100%
\$25,000 x .24 = \$6,000.00 per quarter	\$25,000 x .38 = \$9,500.00 per quarter	\$25,000 x .38 = \$9,500.00 per quarter	\$100,000 ÷ 4 = \$25,000 per Quarter

EXHIBIT "XIV"

**MINIMUM EQUIPMENT REQUIREMENTS AT START OF SECURITY GUARD
SERVICES AGREEMENT**

MINIMUM EQUIPMENT REQUIREMENTS AT START OF SECURITY GUARD SERVICES AGREEMENT

*These numbers are estimates only and are subject to change as the Agreement progresses.

Bidders shall provide total dollar amount estimates for each category listed below.

<u>EQUIPMENT</u>	<u>George R. Brown Convention Center including Convention District Garage, surface parking lots, and historical homes near Convention Center</u>	<u>Parking Facilities</u>	<u>Theater District Facilities (all Facilities except George R. Brown and Parking Facilities)</u>	<u>Wortham Theater Center</u>	<u>Jones Hall</u>	<u>Miller Outdoor Theatre</u>	<u>Houston Center for the Arts</u>	<u>Theater District Parks includes Talento Bilingue de Houston, Jones Plaza, Bayou Place, Sabine Promenade, Fish Plaza, Sesquicentennial Parks I and II, and Root Memorial Square Park</u>	<u>TOTAL MINIMUM NEEDED</u>	<u>TOTAL COST</u>
Bicycles	3							2	5	\$
Bicycle Helmets	6							2	8	\$
Blackberries	1	1	1						3	\$
Cell Phones	3	1	3	1 for each supervisor	1 for each supervisor	1 Verizon cell phone w/ 2 batteries	1		9	\$
Computers—Desktop	1	1							2	\$
Computers—Laptop			1 (for Project Manager)						1	\$
Flashlights (lanterns) with backup batteries	25	6		2	2	3	1	6	45	\$
Flashlights with traffic directing cones		12							12	\$

	George R. Brown Convention Center including Convention District Garage, surface parking lots, and historical homes near Convention Center	Parking Facilities	Theater District Facilities (all Facilities except George R. Brown and Parking Facilities)	Wortham Theater Center	Jones Hall	Miller Outdoor Theatre	Houston Center for the Arts	Theater District Parks includes Talento Bilingue de Houston, Jones Plaza, Bayou Place, Sabine Promenade, Fish Plaza, Sesquicentennial Parks I and II, and Root Memorial Square Park	TOTAL MINIMUM NEEDED	TOTAL COST
NOTE: ALL UNIFORMS AND UNIFORM RELATED ITEMS SHALL BE PROVIDED AT CONTRACTOR'S EXPENSE.										
<u>UNIFORMS</u>	<u>NUMBER NEEDED AT THIS FACILITY</u>									
<u>Rain Gear and Outerwear for Outside Posts</u>										
Winter Jackets	18	18		8	3	2	1	5	55	\$0.00
Hats	18	18			3	2	1	5	47	\$0.00
Rain Coats	6	4			3	2	1	5	21	\$0.00
Rain Pants	6	4					1	5	16	\$0.00
Rubber Boots		4 pairs			3 pairs	2 pairs	1 pair	5 pairs	15 pairs	\$0.00
<u>Reflective Vests</u>		12							12	\$0.00
<u>Uniforms</u>										
4 uniforms per Security Officer and Supervisor	186	134		64	54	15	4	115	572	\$0.00
Special Event Uniforms				4	2				6	\$0.00
"Ambassador" Uniforms	36								36	\$0.00
<u>Identification Badges (for all employees and subcontractors)</u>										\$0.00

EXHIBIT XV
ESTIMATED SECURITY HOURS PER YEAR
 Estimated hours may vary and are subject to change.

<u>Facility</u>	<u>Project Manager</u>	<u>Assistant Project Managers</u>	<u>Supervisor Hours</u>	<u>Security Officer Hours</u>
GRBCC				
George R. Brown Convention Center	782	1,564	9,152	
including the following areas: Convention District Garage, Root Memorial Square Park, surface parking lots, historical homes				
SS2				8,736
SS3				8,736
Ramp				7,488
Dispatch				8,736
Scanner				8,736
Exit Gate				5,096
Entry Gate				5,824
Lot 6				4,992
Convention District Garage				8,736
Admin Office				3,120
Parking Management/Rover				4,867
Event hours				2,912
				77,979
<u>Facility</u>	<u>Project Manager</u>	<u>Assistant Project Managers</u>	<u>Supervisor Hours</u>	<u>Security Officer Hours</u>
Theater District Facilities	782	1,564	9,152	
Wortham Theater Center	197.6	395.2	2313	26,789
Jones Hall	166.8	333.6	1952	22,607
Talento Bilingue de Houston	17.5	35.0	205	4,160
Houston Center for the Arts and HCA parking lot	30.7	61.3	359	2,370
Miller Outdoor Theatre	47.1	94.2	551	6,385

EXHIBIT XV
ESTIMATED SECURITY HOURS PER YEAR
 Estimated hours may vary and are subject to change.

Facility	Project Manager	Assistant Project Managers	Supervisor Hours	Security Officer Hours
Theater District Parks				
Bayou Place (which includes, for billing purposes, Albert Thomas Convention Center (or "West Hall"), the Downtown Aquarium perimeter, and the Sweeney Clock Triangle)	64.6	129.2	756	8,736
Hike & Bike Trail ("Sabine Promenade"--Sabine to Bagby)	64.4	128.9	754	8,736
Jones Plaza	64.4	128.9	754	8,736
Root Memorial Square Park	64.4	129	754	8,736
Sesquicentennial Parks I & II	64.4	128.9	754	8,736
Subtotal for Theater District Facilities (all facilities other than GRBCC and Parking Facilities)	782	1,564	9,152	105,991
Parking Facilities				
Theater District Parking garages and tunnels				
Lots C and H				
Grand Totals	2,058	4,116	24,544	240,222
Approximate Number of Full-Time* Employees				
Project Manager	Assistant Project Managers		Supervisors	
1	2		12	
			Security Officers	
			103	
Full-time employees work 30 or more hours per week on a regular basis.				
NOTE: These numbers are subject to change. An additional 25 or so part-time and subcontractor employees are needed for events. Actual number of part-time hours will vary due to events.				