



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PROCUREMENT DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSALS (“RFCSP”)
NO.: **6100017916; 24-095**

ANNUAL CONTRACT FOR SECURITY SERVICES FOR SAN ANTONIO INTERNATIONAL
AIRPORT

Date Issued: **May 10, 2024**

**PROPOSALS MUST BE RECEIVED NO LATER THAN:
11:00 a.m., CENTRAL TIME, JULY 22, 2024**

Proposals must be submitted by the following means:

Electronic submission through the portal

Response submissions will only be accepted electronically

Proposal Due Date: 11:00 a.m., Central Time, June 26, 2024

RFCSP No.: 6100017916; 24-095

Proposal Bond: No Performance Bond: No Payment Bond: No Other: No

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements: None

See Instructions for Respondents and Attachments sections for more information on these requirements.

Pre-Submittal Conference * YES

*If YES, the Pre-Submittal Conference will be held at 9:00 a.m., Central Time, on May 22, 2024, via WebEx. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Dial-In Number: 1-415-655-0001 | **Access Code:** 2633 092 8584 | **Meeting Password:** COSA24

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m2cd82cdaf6a44a4f38cb469853928822>

An in-person site visit will be held at **10:00 a.m. Central Time, on June 21, 2024**. Please refer to Exhibit V – Site Visit for more information.

Badge & ID Building
9623 W. Terminal Drive
San Antonio, TX 78216

Below are the measures that shall be followed by all Respondents to ensure the safety of all attendees during the in-person site visit.

- a. Respondents interested in attending the site visit must RSVP via email by June 20, 2024, at 4:00 pm to Stephanie.Nouman@sanantonio.gov.
- b. All attendees at site visit must check-in with City's procurement staff member present to sign-in.

Staff Contact Person: Stephanie Nouman, Procurement Specialist III,
Stephanie.Nouman@sanantonio.gov

SBEDA Contact Information: 210-207-3922, SBEDAoca@sanantonio.gov

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections beginning on the *10th business day after a contract solicitation has been released through the 30th calendar day following the approval by City Council (“blackout” period):

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during the “black out” period.

****For this solicitation, the first day contributions are prohibited is May 24, 2024. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

RESTRICTIONS ON COMMUNICATIONS

In accordance with Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council “A” session.

Restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

For additional information, see the section of this RFCSP entitled “Restrictions on Communication”.

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals. Respondents must submit proposals electronically.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals sent to City by facsimile or email shall be rejected.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals. A modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

City shall not be responsible for lost or misdirected proposals or modifications.

Forms Requiring Signatures.

Signature Page. Respondent's electronic submission constitutes a binding signature for all purposes.

All Other Documents. All other forms in this solicitation which require a signature must have a signature affixed thereto by manually signing the document prior to scanning it and uploading it with your submission.

Respondents are cautioned that they are responsible for the security of their log-on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

Vendor Registration. Respondent is required to register as a vendor with the City prior to the due date for submission of proposals. Respondent may register at the following site: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement/Become-a-Vendor>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Proposals. Alternate proposals may be allowed at the sole discretion of City.

Electronic Alternate Proposals Submitted Through the Portal. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

Catalog Pricing. (This section applies to proposals using catalog pricing.)

The proposal will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price.

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Procurement Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. Bidder shall submit a PDF file for proposals submitted electronically.

Respondents may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date. These price lists are subject to approval of City's Finance Department.

Specified items identified herein, if any, are for overall proposal evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page until **11:00 a.m., Central Time, on June 25, 2024**. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If

interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic proposals.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48-hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to RFCSP.

Changes to this RFCSP made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

Preparation of Proposals.

All information required by the RFCSP must be furnished or the proposal may be deemed non-responsive and rejected. Any ambiguity in the proposal as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Proposal Format. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Part B, Submission Requirements, and each section and attachment must be indexed in a Table of Contents page. For electronic submissions, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Correct Legal Name. If Respondent is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the proposal may be rejected.

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. Scoring of pricing for proposals is on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only. City reserves the right to delete line items prior to award.

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the proposal. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Respondents must not include such taxes in proposal prices. An exemption certificate will be signed by City where applicable upon request by Respondent after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Proposals submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with proposal response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with proposal specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure

compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within seven (7) calendar days of City's request. Failure to comply with City's request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Respondent's Due Diligence.

Respondents shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFCSP. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

Confidential or Proprietary Information. All proposals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s) shall be at the prices stated in the proposal and shall be subject to Respondent's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

Respondent must sign and submit the rider, if attached to this RFCSP, with its proposal, indicating whether Respondent wishes to allow other Entities to use its proposal. Respondent shall sign and return any subsequently issued riders within ten calendar days of receipt. Respondent's decision on whether to allow other Entities to use the proposal shall not be a factor in awarding this RFCSP.

Costs of Proposing. Respondent shall bear any and all costs that are associated with the preparation of the Proposal, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

The proposal does not strictly conform to law or the requirements of the solicitation;

The proposal is conditional; or

Any other reason that would lead City to believe that the proposal is non-responsive, or Respondent is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any proposal, such as failure to submit sufficient proposal copies, failure to submit literature or similar attachments, or business affiliation information.

Variations and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. The names of the respondents will be publicly read aloud online through WebEx at 11:30 a.m. CT on the day the proposals are due. In accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone: 1-415-655-0001
Meeting number (access code): 2633 992 1962
Meeting Password: COSA

Join From the Meeting Link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m81f585ba33b16476dbb978d0e6fe985>
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Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

City reserves the right to evaluate pricing on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an “all or none” proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued.

City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

Prospective respondents must prove beyond any doubt to City that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than ten (10) days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the proposal price during proposal evaluation, and City will take the 2% discount if the invoice is paid within the 10-day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

State of Texas Conflict of Interest.

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City’s Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your sealed bid. The Procurement Division will not deliver the forms to the City Clerk for you.

PART B

SUBMISSION REQUIREMENTS

Respondent’s Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. **PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

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EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFCSP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three.

PRICE SCHEDULE. Use the Price Schedule that is found in this RFCSP as Attachment B.

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form, Attachment C, with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.

c. names and titles of officers of the organization.

3. Click on the “Print” button and place the copy in proposal response as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. Respondent must complete and return Form 1295 with the proposal submitted, as Attachment E. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment F and Exhibit I.

VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form with the proposal submitted, as Attachment G.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider’s commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or another credit report, on Respondent and its partners, affiliates, and subtenants, if any.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment H.

ADDENDA. Sign and submit addenda, if any.

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. The City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

- A. Experience, Background, Qualifications (40 points)
- B. Proposed Plan (40 points)
- C. Price (15 points)
- D. Small Business Economic Development Advocacy Program (5 pts)

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive five (5) evaluation criteria points, **and**

No evaluation criteria points will be awarded to non-SBE Prime CONTRACTORS through subcontracting to certified SBE firms.

004 - SPECIFICATIONS / SCOPE OF SERVICES

BACKGROUND

The City of San Antonio, Aviation Department (“City”) seeks proposals from qualified Respondents interested in providing security services to include training, managing, scheduling, and supervising staff to monitor various access points to the San Antonio International Airport (SAT); conduct inspections; and coordinate entry with Aviation and other agencies.

SAT is a Category 1 airport, as defined by CFR 1542, providing commercial airline services for more than 10 million passengers annually. SAT requires contract security services to support the Airport Security Program and other applicable requirements to safeguard civil aviation against unlawful interference. The Transportation Security Administration (TSA) may issue Information Circulars, Security Directives, or National Amendments to SAT which prescribes specific methods to be implemented. Contract security must be able to support SAT to comply and implement security measures issued.

- (a) The term “Exit Lane” refers to locations within SAT where the public (generally passengers departing aircraft) exits from the sterile area to public areas.
- (b) The term “Entry Lane” refers to locations within SAT where the public (generally departing passengers) queues up to enter the security screening checkpoints from the public, non-secured area.
- (c) The term “Gate Post” refers to locations on SAT Security Identification Display Area (SIDA) perimeter where vendors and service vehicles enter and exit public to secured area after being inspected and cleared.
- (d) The term “Vendor Delivery Inspection post” refers to the vendor product/merchandise inspections at sally ports, secured area, and/or other areas designated by Airport Security management leading to the sterile area or SIDA. The Terminal B operation requires a vehicle escort, a product inspector, and a facility escort.
- (e) The term “Joint Insider Threat Task Force (JITTF)” refers to inspections conducted at various portals in the terminals and airport property.
- (f) The term “Air Operations Area (AOA) Perimeter Post” refers to inspections conducted around the airport property and/or other areas designated by SAT Airport Security management by use of a company supplied vehicle.
- (g) The term “Aviation Worker Screening Post” refers to various access control portals where employees are screened prior to entering Sterile/Secured/SIDA.
- (h) The term “On-site Manager” refers to the site-manager who coordinates with Airport Security management on services and staff.
- (i) The term “On-site Supervisor” refers to the supervisor who will manage the day-to-day Contract Security Officers (CSO) assigned to the airport and perform security and supervisory duties for a Facility on an as needed basis as required by SAT Security management.

- (j) The term “Contract Security Officer” (CSO) refers to the staff assigned to the airport to provide services at designated areas.

Any penalties or fines assessed by the Transportation Security Administration (TSA) to the City of San Antonio for security violations attributable to action or inaction on the part of selected Respondent’s staff will be reimbursed by selected Respondent to the City of San Antonio.

Parking is available at designated Employee Parking area(s) at the expense of the Selected Respondent (or Selected Respondent’s employee). The initial parking card will be provided and the Selected Respondent or Selected Respondent’s employee will be assessed a replacement cost if the parking card is lost.

The successful Respondent will provide standard operating procedures, proposed training program and additional on-site/site-specific training at their own expense to be reviewed and approved by SAT Airport Security management.

Minimum Requirements

Selected Respondents must meet the following minimum requirements:

- Be licensed, as applicable, pursuant to Chapter 1702-Private Security, of the Texas Occupations Code.
- At a minimum, have a level II security guard license.

Preferred Requirements

- Have at least five (5) years of continuous experience immediately prior to the date of the submission in the management and operation of a security guard service at a Category I Airport or larger (CFR 1542 regulated). Watchman service business actually engaged in providing these services to commercial or industrial accounts under contract is a plus.
- Be able to respond to industry trends and changes.
- Have experience in Aviation Security Services.
- Hold a SAFETY ACT Certification or Designation.
- Have a Level III security guard license.

SCOPE OF SERVICE

The selected Respondent will manage a program to provide supervised, uniformed personnel who will provide the following basic services at SAT, but not limited to:

1. Conduct internal site-specific security post training of a minimum of 24-hours per post or as requested, reviewed, and approved by SAT Airport Security management at selected respondent’s expense.
2. Conduct additional hours of SAT Airport Security management reviewed and approved training for failure to pass post-certification assessment or in response to an infraction at selected respondent’s expense. Length of training contingent upon the failure or infraction.
3. Access monitoring at sterile area exit lanes.
4. Customer Service at TSA Passenger Screening Checkpoint entry lanes.
5. Inspection services at Gate Posts.
6. Inspection services at Vendor Inspection Posts.
7. Inspections (JITTF) at various portals in the terminals and on the airfield.
8. Inspections services via company vehicle around the airport property.
9. Inspections services at various Aviation Worker Screening Post.

10. Duties involving elevated National Terrorism Advisory System security incidents.
11. Baggage claim monitoring.
12. Perimeter patrols and customer services at designated areas as needed.
13. Other Security duties and posts as designated and defined by SAT Airport Security management.
14. The City will provide two-way radios. However, mirrors, and other inspection equipment will be provided by the respondent at the respondent's expense. The selected Respondent is responsible for providing a mobile cellular device for the on-duty Security Supervisor 24 hours a day 7 days a week and a vehicle for the routine patrols of the Airport property. The vehicle must accommodate the perimeter inspections and meet the Airport AOA vehicle requirements.

1. **SERVICE SCHEDULE AND STAFFING REQUIREMENTS (SAT Airport Security Management reserves the right to amend this list as needed with proper notice.)**

Service Schedule including but not limited to the following:

- i. Exit Lane Service (Required): daily from the time TSA turns over this function to the selected Respondent until notified by SAT Airport Security management. Respondent will assume duties in Terminal Exit Lane(s) at the time(s) designated by SAT. The closing of the Exit Lanes is done after the arrival of the last flight. Times are subject to change due to seasonal flight activity or demand.
- ii. Entry Lane Services (Required): shall be provided depending upon the TSA checkpoints operational times and the departing passenger loads. Times are subject to change due to seasonal flight activity or demand.
- iii. Gate post Vehicle Access Service (Required): shall be provided 24 hours a day 7 days a week.
- iv. Vendor Inspection Service (Required): shall be at all Terminals, with number of posts contingent upon the specific terminal, to include the future new terminal, 7 days a week at the time(s) designated by SAT per operational demand. Inspection times are subject to change depending on Airport demands which may include overnight hours. Times are subject to change due to seasonal flight activity or demand.
- v. Joint Insider Threat Task Force (JITTF) (On-Call): This will be a 24-hour post and shall be conducted at scheduled times set by the Security Supervisor and will vary.
- vi. AOA Perimeter post (Required): shall conduct routine driving patrols of the SIDA perimeter to mitigate any security threat, alarm response, or deficiency discovered during said patrols. Perimeter patrol post will continue to be required throughout all terminal facility expansion phases at SAT.
- vii. Aviation Worker Screening Post (Required): Shall mean a post where specialized screening equipment is set up to screen Airport employees at different portals that lead from public areas to secured areas and public areas to sterile areas. This will be a minimum 5 hours a day – minimum 35 hours a week but could potentially be a potentially 24-hour post if needed. Times are also subject to change due to seasonal flight activity or demand.
- viii. On-site Supervisor (Required): shall oversee all CSOs working at SAT at all times.

Support SAT Airport Security with door alarm responses, employee screening, perimeter inspections, tool inspections, and vendor inspections at time(s) designated by SAT.

- ix. Contract Security Officer (Required): shall perform duties at various posts as designated and defined by SAT Aviation Security management. May also be required to perform other Security duties and staff other posts as needed. Times are subject to change due to seasonal flight activity or demand.
- x. On-Site Manager (Required): shall oversee contract implementation to include all Security Supervisor's and CSO's working at SAT and report to the Airport Security Manager or designee.
- xi. Ad-hoc service: Respondent must be capable of providing, within 24 hours of an emergency request by SAT Airport Security management, additional security officers equal to 10% of its total complement of regular staff at any or all of SAT service area. SAT Aviation Security management or Contract Administrator may request additional security services for the protection of a specific location, equipment, material, or person within SAT's service area.

2. **DUTIES AND RESPONSIBILITIES (SAT Security Management reserves the right to amend this list as needed with proper notice.)**

- a. Selected Respondent will report to the Airport Security Manager or designee.
- b. Selected Respondent will abide by all federal, state, and local regulations and laws.
- c. Selected Respondent will be responsible for drafting and submitting Standard Operating Procedures (SOPs) to the Airport Security Manager or designee for approval within 60 to 90 days of award.
- d. Selected Respondent shall ensure that its employees do not use the City's telephones or equipment in any office, remove or eat food and beverages from City refrigerators, cabinets, or lockers. Purchasing food or drinks from the City's vending machines and Airport concessions is allowed.
- e. Selected Respondent shall provide a sufficient number of vehicle(s) for on-duty personnel transportation to maintain compliance with all requirements in this agreement throughout the Contract term. All costs associated with the operation of vehicle(s) are the sole responsibility of the selected respondent. Vehicle(s) must have no more than 70,000 miles or no more than five (5) years old. The vehicles must be functional, usable in all weather conditions including inclement weather, and must maintain a professional appearance.
 - i. The selected Respondent must maintain a Vehicle Insurance Policy that complies with the minimum requirement as determined by the City of San Antonio Office of Risk Management. Proof of current liability insurance shall be provided to the SAT Airport Security as required by the City and a copy must be kept inside the vehicle.
 - ii. All costs associated with the operation of vehicle(s) are the sole responsibility of the selected respondent to include but not be limited to the requirement of Respondent to submit any auto claims under the Respondent's insurance policy. The City will

not be held liable for any vehicle claims.

- iii. Vehicles shall be appropriately marked with the Respondents logo on both front doors in letters at least 4-inches high, legible from 200 feet away and with a yellow beacon light attached to the roof. An adjustable spotlight on the driver's side, or alley lights in a light bar is required for vehicles performing perimeter inspections. All vehicles must have working air conditioning and heater. A log of vehicular patrols and any other vehicular activities relating to this Contract shall be maintained and presented to the SAT Airport Security management or designee and the Contract Administrator on a daily basis.
- iv. The selected Respondent shall be required to submit any vehicle provided under this contract to a general vehicle inspection at the request of the SAT Aviation Security management and the Contract Administrator. In the event a vehicle is unable to pass said general inspection, the vehicle will be removed from SAT Airport property and be replaced by the Contractor within two (2) hours.
- v. Any safety requirements to operate selected respondent vehicle(s) shall be the responsibility of the selected respondent.
- f. Selected Respondent shall provide transportation for the purpose of vendor escorting to and from vendor inspections.
- g. Selected Respondent shall not allow its employees to bring children, relatives, acquaintances, or visitors onto City property at any time while in uniform or at any time during their duty shift.
- h. Selected Respondent shall establish, implement, and maintain new policies and procedures when new TSA Information Circulars, Security Directives, or National Amendments to SAT are issued.
- i. Selected Respondent shall support Security Programs initiated by SAT such as Badge Challenges, See Something Say Something, and Aviation Worker Screening.
- j. Selected Respondent shall establish, implement, and maintain a training program that is reviewed and approved by SAT Airport Security management to ensure that all staff is familiar with all applicable regulations, as well as standards set forth in this RFCSP at selected respondent's expense.
- k. On-site Manager(s) shall be American Association of Airport Executives (AAAE) Airport Security Coordinator (ASC) Certified within one (1) year of contract and/or position start date at SAT.
- l. On-site Supervisors will check in with the on-duty COSA Airport Security Supervisor, or management in the absence of the Supervisor, at the beginning and end of each shift with a short debrief.
- m. On-site Supervisors will coordinate all security matters with the on-site COSA Airport Security Supervisor, or management in the absence of the Supervisor.
- n. SAT Airport Security management will have final approval of the recommended On-site Manager(s).

- o. Selected Respondent must be available to commence hiring immediately upon notice of award. This includes obtaining two (2) authorized signatories for badging of respondents' employees.
- p. CSOs will ensure to respond to door alarms within five (5) minutes if of being dispatched.
- q. CSOs will ensure only authorized personnel are allowed entry through the TSA exit lanes and gate post(s).
- r. CSOs at entry lanes will maintain proper passenger flow, provide directions, and perform other duties as necessary.
- s. CSOs will complete airport incident reports, daily logs, communicate via radio, perform thorough vehicle inspections, be professional and courteous, and maintain professional dress and appearance.
- t. CSOs must be able to stand for long periods, walk between posts, and climb in and out of trucks and trailers.
- u. CSOs must endure climatic inclement conditions.
- v. Selected Respondent must ensure that all CSOs are trained on all applicable regulations regarding the following posts: TSA Exit Lanes, TSA Passenger Screening Entrance Lanes, Vendor Delivery Inspection location(s), Aviation Worker screening, AOA Perimeter, and Designated vehicle/pedestrian perimeter gate(s), and if needed, construction perimeter gate(s).
- w. Selected Respondent will provide recurring activity, statistical and incident reports as required by SAT Airport Security management.
- x. CSOs must be able to summon an armed Law Enforcement Officer if circumstances warrant it.
- y. There is no smoking or use of tobacco products, to include using any type of vape product, while on duty except while on break and only in designated areas. Possession or use of illegal drugs is strictly prohibited. Employees using prescription drugs that may impair work performance will not be allowed to work. The City has the right to request a doctor's evaluation, at the Respondent's or employees' cost, to evaluate fitness for duty.
- z. Use of any Non-Approved Devices is prohibited while on duty. Non-Approved Devices include, but are not limited to, cell phone, MP3 style device, earbuds, headphones, recording devices, and any other items/devices that may interfere with the performance of duties.
- aa. On-site personnel are prohibited from recording any image or sound while on duty.
- bb. Exit Lanes cannot be entered and used for shift relief or any other purposes.

- cc. Firearms or other weapons of any type are not allowed on SAT property.
- dd. CSOs will need to have a working flashlight, pen, paper, and a watch at all times while on duty.
- ee. Selected Respondent will provide their employees with appropriate all-weather clothing (including sun and rain protection) and include reflective vest for use at the gate, AOA Perimeter post, vendor inspection posts, anywhere in or around active construction site, or other areas designated by Airport Security.
- ff. CSOs will be in a clean uniform at all times. CSOs appearance shall be clean and professional. Demeanor must be professional while on duty. All CSOs and On-site Supervisors shall wear a distinctive uniform and display a SIDA Badge as issued by the Aviation Department in accordance with the City's badge policy (See Exhibit IV). This cost will be covered by the successful Respondent and will follow established rules and regulations as set forth by the Aviation Security Department. All uniforms shall be the same and display the name of the Respondent. Uniforms worn by the selected Respondent's employees must be different, in both design and color, from those worn by City employees. Uniforms shall be subject to the approval of the City prior to the start of the contract. Uniforms must be clean and pressed, free from stains, rips and tears, and presentable at the start of each shift.
- gg. CSOs will report to the airport dressed in complete uniform. Walking through the terminal's public areas in a state of dress that presents an unprofessional look will not be tolerated.

Additional Requirements: Liquidated Damages

Liquidated damages shall be in addition to any civil penalties assessed by the TSA and any fees imposed for violating the Airport Security Plan at the time of infraction according to TSA and TSA regulatory requirements.

Selected Respondent understands and agrees that failure to comply with any time or performance requirements in accordance with this agreement will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay or nonperformance. Upon the occurrence of any of the following acts listed in this section identified as paragraphs "a" through "g" below, City may perform an investigation and provide a written response to make Respondent aware of the adjustment to selected Respondent's billing that reflects the reduced value of billed services as follows as liquidated damages.

- Paragraphs "a" through "g" deduct \$500.00 per incident/shift/day;
- Paragraphs "h" through "n" deduct \$1,000.00 per incident/shift/day;
- In addition to any liquidated damages that may be appropriate, any TSA civil penalty **directly resulting from the respondent's negligence or failure to perform duties in accordance with this contract shall be reimbursed by the Respondent to the City. Any costs associated with property damage or personal injury resulting from the Respondent's negligence or failure will be borne by the respondent.**

The City shall, in its sole discretion, determine imposition of these liquidated damages, and may elect to waive imposition of said liquidated damages without waiving any other rights at law or

equity. Therefore, City and selected Respondent agree that the following acts are subject to the imposition of liquidated damages:

- a. Failure to provide screened, qualified CSO(s) and/or supervisor(s) for each location, as needed and failure to familiarize the CSOs and/or supervisors with the location(s), including the building, and the assigned duties prior to selected Respondent assigning the CSO(s) and/or supervisor(s) to the site and/or shift.
- b. Failure to train, in advance, any security employee assigned to the premises with specific training.
- c. Failure to assign trained employees as replacements.
- d. Failure to wear proper uniform.
- e. Failure to report an incident at the time of occurrence and provide written reports such as daily logs and incident reports.
- f. Failure of Supervisor or Manager to respond within ten (10) minutes via telephone and be on site at the facility within forty-five (45) minutes from request.
- g. Failure of Respondent to supervise and make corrections of employees, when inspecting officers, who are officially on a designated post (e.g., out of uniform, talking on cellphone, wearing earphones, watching movies).
- h. Failure to maintain the integrity of any keys, access cards, or alarm codes as assigned to perform assigned duties plus the associated cost to make SAT whole.
- i. Failure to screen individuals entering a secured area.
- j. Finding an employee asleep during their assigned tour of duty. Respondent's employee found sleeping on duty shall be replaced immediately.
- k. Failure to provide adequate guard sign-in log documentation showing Respondent's employee worked number of hours charged.
- l. Finding an employee in an unauthorized location during their assigned tour of duty.
- m. Finding an employee away from their assigned post during their assigned tour of duty
- n. Failure to adjust, correct, or resolve disputed invoices within thirty (30) calendar days.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or October 1, 2024, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on September 30, 2027.

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional one-year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, therefore.

Temporary Short-Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three (3) months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council or guarantee that the City Council will award the contract to Vendor.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an “e-Procurement” system (SAePS) based on SAP’s Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing proposed under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City’s maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part numbers
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within ten (10) business days of request by City, and no later than five (5) business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the Liquidated Damages provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

Insurance

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the insurance requirements set forth below and which shall be made a part of the resulting contract:

No later than 30 days before the scheduled services required under this Contract, Respondent must provide a completed Certificate(s) of Insurance to CITY's Aviation Department. The certificate must be:

- clearly labeled with the legal name of the contract in the Description of Operations block.
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance).
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY's Aviation Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, Respondent certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Respondent claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a) Premises/Operations b) Products/Completed Operations c) Personal/Advertising Injury d) Contractual Liability e) Independent Contractors* f) Damage to property rented by you*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage. *f. \$300,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. If AOA access required \$5,000,000 CSL
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
7. Umbrella Liability Coverage	\$10,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage. (per occurrence limit depends on scope of operation)
*If Applicable	

Respondent must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Respondent and provide a certificate of insurance and endorsement that names Respondent and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Respondent must comply with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Attn: Aviation Department
P.O. Box 839966

Respondent's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability, and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal, or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order Respondent to stop work and/or withhold any payment(s) which become due to Respondent under this Agreement until Respondent demonstrates compliance with requirements.

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

Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

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

Respondent and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Part One – General Information Form
Attachment A – Part Two – Experience, Background and Qualifications
Attachment A – Part Three – Proposed Plan
Attachment B – Price Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Certificate of Interested Parties (Form 1295)
Attachment F – Subcontractor/Supplier Utilization Plan
Attachment G – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
Attachment H – Proposal Checklist
Exhibit I – Small Business Economic Development Advocacy (SBEDA) Program
Exhibit II – Pre-submittal Conference PowerPoint
Exhibit III – Working with COSA ... Keys to Faster Payments
Exhibit IV – Procedures for Obtaining Airport Personnel ID Badges and Airfield Driver's License at
San Antonio International Airport
Exhibit V – Site Visit

006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Vendor is submitting an electronic proposal, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFCSP or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible Respondents.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

Invoice Submissions. City requires all original first-time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, ATTN: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required on Invoice.

All invoices must be in a form and content approved by the City. The City may require modification of invoices, if necessary, in order to satisfy the City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice

to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be affected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24-hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at

VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the

purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

Procurement Of Recovered Materials Contract Clause

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with ten (10) or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate

during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

HEAT ILLNESS PREVENTION ORDINANCE 2023-08-31-0585

Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.

Respondent, as an employer, is currently responsible under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970 (the "Act") to provide their employees with a place of employment that "is free from recognized hazards that are causing or likely to cause death or serious harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.

The San Antonio City Council approved an ordinance on August 31, 2023, to provide criteria to further guide contractors in San Antonio heat conditions to better protect its residents and contractor employees working in San Antonio (the "Heat Illness Prevention Ordinance"), which provides:

When the heat index for San Antonio, Texas equals or exceeds 95 degrees Fahrenheit, Contractor is required to take all of the following actions for all onsite workers working outdoors or unconditioned spaces (without air conditioning):

- a) Mandate at least a fifteen (15) minute rest break for every four (4) hours worked. No employee may be required to work more than 3.75 continuous hours without a rest break. These rest breaks are in addition to and shall not take the place of other required or otherwise provided rest breaks.
- b) Provide a heat relief station at the Site with a shaded area and water.
- c) Train supervisors and workers to recognize heat hazards and take appropriate actions.
- d) Post signage with City requirements in both English and Spanish within the Site where notices to employees are customarily posted. City will prescribe the size, content, and location of signs within applicable design guidance manuals.
- e) Contractor shall submit a "heat safety plan" as part of Contractor's proposal.

By submitting a proposal to or executing contract documents with the City of San Antonio, Respondent hereby verifies that it agrees to adhere to the City's Heat Illness Prevention Ordinance during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the

same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**

007 - SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Respondent is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information

Please Print or Type

Vendor ID No. _____

Signer's Name _____

Name of Business _____

Street Address _____

City, State,
Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. RFCSPP 24-095; RFX 6100017916 _____

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

Whenever a term defined by the Uniform Commercial Code (“UCC”), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Proposal – a request for competitive sealed proposal in which the City will award the entire contract to one (1) respondent only.

Alternate Proposal - two (2) or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contract - the binding legal agreement between the City and Vendor.

Respondent - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director – the Director of City’s Finance Department, or Director’s designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Line Item - a listing of items in a proposal for which a respondent is expected to provide separate pricing.

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term “offer” is synonymous with the terms “bid” and “proposal”.

Payment Bond - a particular form of security provided by the Respondent to protect the City against loss due to the Respondent’s failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the Respondent to protect the City against loss due to the Respondent’s inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the Respondent to protect City against loss due to the Respondent’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow respondents to ask questions about the proposed contract and particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term “proposal” is synonymous with the terms “offer” and “bid”.

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City’s standard purchase order form, and which is Vendor’s authority to deliver to and invoice the City for the goods or services specified in a RFCSP for the price stated in Vendor’s proposal.

Request for Competitive sealed Proposal (RFCSP) – a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Respondent, Vendor or Supplier. The term “respondent” is synonymous with the term “bidder”.

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor’s obligations under the contract with City.

Supplier - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor - the respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of Irregularity - noting but disregarding an immaterial variance within a proposal.

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

- 1. Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name:

Social Security Number or Federal Employer Identification Number:

Texas Comptroller's Taxpayer Number, if applicable:

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER:

Unique Entity ID (generated by SAM.gov):

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any:

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

Provide any other names under which Respondent has operated within the last ten (10) years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code:

Telephone No. _____ Fax No:

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

- 2. Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address:

City: _____ State: _____ Zip Code:

Telephone No. _____ Fax No:

Email:

- 3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?**

Yes ___ No ___

4. Is Respondent authorized to do business in the State of Texas?

Yes ___ No ___ If "Yes", provide Texas Secretary of State registration number..

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

—

—

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

—

—

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

—

—

12. Financial Review: Is your firm publicly traded? Yes ___ No ___ If "Yes", provide your firm's SEC filing number.

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted. Do not provide references from the City of San Antonio

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. Provide response below each item.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe two (2) relevant projects of similar size and scope performed at other airports over the past five (5) years. Identify any noteworthy results or impacts of the project/work performed.
 - 1a. At a minimum, does Respondent have a license pursuant to Chapter 1702 – Private Security, of the Texas Occupation Code?
 - 1b. At a minimum, do your guards have a current Level II security guard license?
2. Describe Respondent's specific experience with public service clients, especially large municipalities. Identify the name of the municipality, name of the project, and the department for which Respondent provided those services.
3. Describe Respondent's total experience in an Aviation Security Environment over and above the information provided in response to #1 above.
4. List other resources, including total number of employees, number, and location of offices, number, and types of equipment available to support the projects from number 2.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub- contractors have worked together in the past.
6. Identify the number of and professional qualifications (to include licenses, certifications, associations) for staff assigned to each of the projects in number 2 and relevant experience on projects of similar size and scope performed at other airports.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items. Provide response below each item.

- i. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work (sanantonio.gov) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
- ii. **Ramp Up Plan** (from Administrative Notice-to-Proceed through thirty (30) days or Final Notice-to-Proceed)
 - a. Describe how Respondent will ramp up to meet the City's requirements set forth in this RFCSP. Include badging, insurance, bonding, and staffing (including site supervisors).
 - i. List other resources, including total number of employees, number and location of offices, number, and types of equipment available to support this project.
 - ii. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
 - b. Describe how Respondent will obtain any necessary licenses, if needed.
 - c. Indicate what the timeframes are for Respondent's ability to commence services upon contract award.
 - d. Indicate what communications solutions Respondent will deploy to meet the requirements in RFCSP Scope of Services.

3. **Staffing Plan**

- a. Outline management tools, methodologies, plan and approach in staff scheduling, dispatching and handling emergency services.
- b. Describe company rationale for developing your staffing plan to include contingencies for emergencies, special event, threats to homeland security, etc.
- c. Describe management approach in providing electronic report, daily shift briefings and relief break coverage.
- d. Provide a staffing schedule which shows how Respondent will cover all shifts for Required Services and state the number of Full Time Equivalent (FTE) positions required to cover Respondent's proposed schedule.
- e. Provide a staffing schedule which shows how the Respondent will cover all shifts for Required Services and On-Call Service and state the number of FTE positions required to cover Respondent's proposed schedule.
- f. Describe the process to allow SAT Airport Security management the final approval of the respondent's recommended manager(s) to be assigned to SAT.
- g. Describe the process to allow SAT Airport Security management the final approval of the respondent's recommended manager(s) to be assigned to SAT.
 - i. Provide a resume or biography of the executive leadership of the local office.
 - ii. Provide a resume or biography of the recommended manager(s) you propose to represent your organization.
- h. Describe On-site Supervisor and other management's role in day-to-day operations.
- i. Provide the Respondent's electronic process for all staff to provide an attendance tracking showing check-in and check-out of duty time(s).

- j. Provide the Respondent's standard job description for Site Supervisor and CSO positions.
- k. Provide an Organizational Chart.
- l. Provide a color photograph of the Respondent's proposed uniform.
- m. Briefly describe how contractor will address and manage the following:
 - i. Ratio of supervisors to employee.
 - ii. Proposed number of "Relief" officers.
 - iii. Process for managing part-time, "cold-start" locations.
 - iv. Process for handling employee payroll corrections and to include timelines and how billing is impacted.
 - v. Process for collection and entering of time.
 - vi. Process for handling a short notice call off.
 - vii. On-boarding process for new employees.
 - viii. Badging of new employees and emergency staffing
- n. Provide a redacted sample or generic template of your organization's Post Orders as a sample of what SAT should expect at each site.
- o. Wages and Benefits Plan – Indicate the range of wages that Respondent has established for the Manager, Crew Leader(s) and Laborer classifications. Provide minimum qualifications and information regarding what factors determines starting wages and subsequent increases. Indicate what benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.) will be provided to these job classifications and provide a cost per employee related to these benefits. Indicate what amount and percent of the costs are paid by the Respondent and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent firm.

4. Emergency Response Plan

Detail your organization's approach of managerial and supervisory personnel in handling emergency situations and what the proposed emergency procedures are to identify and handle potential emergency situations such as, but not limited to: inclement weather, power outages and interruptions in transportation infrastructure to and from the airports, etc. (*NOTE: The selected Respondent, in any emergency, will be required to follow SAT emergency procedures already in place.*)

5. Quality Assurance/Quality Control (QA/QC) Plan

Describe Respondent's QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City representative(s), and control of subcontractors' performance, if any.

6. Customer Service Plan

Discuss standard values for communications and interaction with airport customers, including airlines, City representative(s), and others.

7. Training Plan

Describe site-specific and general levels of security training and instruction programs that Respondent will provide to its employees working at the Airport. Include the training required and maintenance thereof in RFCSP Scope of Services.

- a. Provide contractor proposed curriculum for pre-assignment training.

- b. Describe delivery methodology, materials, and tracking for:
 - i. Pre-Assignment Training
 - ii. On-the-Job Training
 - iii. Post Order Awareness Training
 - iv. Advanced Training
 - v. Other Employee Training Expectations
 - vi. Other Training information or Awareness Materials
- c. Provide employee in your organization who is responsible for tracking and reporting training of employees.

8. **Safety Plan**

Describe Respondent's Safety Plan for the project, including work related injuries.

9. **Technology Solutions and Value-Added Services**

Describe any technology offerings or value-added services that are included in the base price as proposed.

10. **Additional Information**

Provide any additional plans and/or related information about Respondent's approach to performing the required services.

RFCSP ATTACHMENT B

PRICE SCHEDULE

Indicate a fixed price per line item / sub-line item for performing the services and providing the commodities as specified in this RFCSP. **Respondent must propose fixed price for each item/sub-line item of the Price Schedule or Respondent's proposal may be deemed non-responsive.**

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFCSP. Proposing a different term of contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of respondent's proposal from consideration.

Bidder will be deemed non-responsive for line items submitted by Bidder as: "No Bid" or "left blank". Line items marked by Bidder as "Included", "N/C", or \$0.00 will be determined by the City as Bidder will provide service to City at No Charge.

1. Respondent agrees to provide services described in the Scope of Services for the prices indicated below subject to the following provisions:
 - a. **Hourly rates shall include all direct and indirect expenses.**
 - b. Respondent shall only invoice for documented hours worked.
 - c. A Work Week shall be defined as beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday.
 - d. The City will not reimburse for overtime unless it is pre-approved by SAT Aviation Security management or Contract Administrator. Overtime is defined as any hours worked by a single individual beyond 40 hours within a single week.
 - e. The City will reimburse at 1.5 times the Proposed Hourly Rate below for time worked on the following authorized holidays: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas Day.
 - f. Respondents must complete each table on the following pages.

This Table should reflect pricing for the Respondent's staffing plan as proposed in RFCSP Attachment A, Part Three, Item 2a. **(NOTE: This Table will be used for evaluation purposes.)**

Table: Pricing for Required and On-Call Services

Year 1

Position	Estimated Annual Work Hours ^[A]	Proposed Hourly Rate	Estimated Annual Total Cost
On-Site Supervisor	8,760	\$	\$
Contract Security Officer (Partial day)	24,883	\$	\$
Contract Security Officer (24/7 posts)	8,760	\$	\$
On-Site Manager	1,560	\$	\$
Ad-hoc Contract Security Officer (as needed)	100	\$	\$
TOTAL ANNUAL COST			\$

Year 2

Position	Estimated Annual Work Hours [A]	Proposed Hourly Rate	Estimated Annual Total Cost
On-Site Supervisor	8,760	\$	\$
Contract Security Officer (Partial day)	24,883	\$	\$
Contract Security Officer (24/7 posts)	8,760	\$	\$
On-Site Manager	1,560	\$	\$
Ad-hoc Contract Security Officer (as needed)	100	\$	\$
TOTAL ANNUAL COST			\$

Year 3

Position	Estimated Annual Work Hours [A]	Proposed Hourly Rate	Estimated Annual Total Cost
On-Site Supervisor	8,760	\$	\$
Contract Security Officer (Partial day)	24,883	\$	\$
Contract Security Officer (24/7 posts)	8,760	\$	\$
On-Site Manager	1,560	\$	\$
Ad-hoc Contract Security Officer (as needed)	100	\$	\$
TOTAL ANNUAL COST			\$

Year 4

Position	Estimated Annual Work Hours [A]	Proposed Hourly Rate	Estimated Annual Total Cost
On-Site Supervisor	8,760	\$	\$
Contract Security Officer (Partial day)	24,883	\$	\$
Contract Security Officer (24/7 posts)	8,760	\$	\$
On-Site Manager	1,560	\$	\$
Ad-hoc Contract Security Officer (as needed)	100	\$	\$
TOTAL ANNUAL COST			\$

Year 5

Position	Estimated Annual Work Hours [A]	Proposed Hourly Rate	Estimated Annual Total Cost
On-Site Supervisor	8,760	\$	\$
Contract Security Officer (Partial day)	24,883	\$	\$
Contract Security Officer (24/7 posts)	8,760	\$	\$
On-Site Manager	1,560	\$	\$
Ad-hoc Contract Security Officer (as needed)	100	\$	\$
TOTAL ANNUAL COST			\$

[A] These numbers will be used for evaluation purposes only.

TOTAL COST <i>(all 5 years of each "Total Annual Cost")</i>	\$
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PROMPT PAYMENT DISCOUNT: _____% _____days.
(If no discount offered, Net 30 days will apply.)

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically:
<https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information:
<https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the cover page of this RFCSP.

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFCSP ATTACHMENT E

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <https://www.ethics.state.tx.us/filinginfo/1295>

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the RFP number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234, or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

RFCSP ATTACHMENT F

SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

(Posted as separate documents)

RFCSP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM

(Posted as a separate document)

RFCSP ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and Three (3) Reference Letters RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
+Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
+ Certificate of Interested Parties (Form 1295) RFCSP Attachment E	
+Subcontractor/Supplier Utilization Plan RFCSP Attachment F	
+Veteran-Owned Small Business Program Tracking Form RFCSP Attachment G	
Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page RFCSP Section 007	
Proposal Checklist RFCSP Attachment H	
+ Addendum, if any	
One COMPLETE electronic copy	

+ Documents marked with a "+" on this checklist require a signature.

Be sure all forms that require a signature are done so prior to submittal of proposal.

RFCSP EXHIBIT I

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

(Posted as a separate document)

RFCSP EXHIBIT II

PRE-SUBMITTAL CONFERENCE POWERPOINT

(Posted as a separate document)

RFCSP EXHIBIT III

WORKING WITH COSA – KEYS TO FASTER PAYMENTS

(Posted as a separate document)

RFCSP EXHIBIT IV

**PROCEDURES FOR OBTAINING AIRPORT PERSONNEL ID BADGES AND AIRFIELD DRIVER'S
LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT**

(Posted as a separate document)

RFCSP EXHIBIT V

SITE VISIT

(Posted as a separate document)



ADDENDUM I

SUBJECT: Security Services for San Antonio International Airport, (RFCSP 24-095, 6100017916), Scheduled to Close: June 26, 2024; Date of Issue: May 10, 2024

FROM: Charisma Esparza
Procurement Manager

DATE: June 17, 2024

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. THE BID OPENING IS HEREBY EXTENDED TO **JULY 10, 2024, AT 11:00 A.M. CENTRAL TIME.**
2. **ADD:**Pre-Submittal Conference Sign In Sheet, this document will be posted as a separate file.
3. **ADD:** The following site visit is hereby added to the cover page.

“An in-person site visit will be held at **10:00 a.m. Central Time, on June 21, 2024.** Please refer to Exhibit V – Site Visit for more information.

Badge & ID Building
9623 W. Terminal Drive
San Antonio, TX 78216

Below are the measures that shall be followed by all Respondents to ensure the safety of all attendees during the in-person site visit.

- a. Respondents interested in attending the site visit must RSVP via email by June 20, 2024, at 4:00 to Stephanie.Nouman@sanantonio.gov.
 - b. All attendees at the site visit must check-in with City’s procurement staff member present to sign-in.”
4. **REVISE:** Section 003 – Instructions to Respondents, Restrictions on Communication is here by revised to read as “Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page until **11:00 a.m., Central Time, on June 25, 2024.** Questions received after the stated deadline will not be answered. Questions submitted and City’s responses will be posted with this solicitation. All questions shall be sent by e-mail.”

5. **ADD:** Exhibit V – Site Visit is here by added to Section 005 – Supplemental Terms & Conditions, Subsection Incorporation of Attachments.
6. **ADD:** Exhibit V – Site Visit is here by added to Section 009 – Attachments.



Charisma Esparza
Procurement Manager
Finance Department - Procurement Division



ADDENDUM II

SUBJECT: Security Services for San Antonio International Airport, (RFCSP 24-095, 6100017916),
Scheduled to Close: July 10, 2024; Date of Issue: May 10, 2024

FROM: Charisma Esparza
Procurement Manager

DATE: June 20, 2024

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY
AMENDED AS FOLLOWS:**

- 1. REPLACED:** Exhibit V – Site Visit, is hereby deleted and replaced with Exhibit V – Site Visit, Revision I, Dated June 20, 2024, to revise the time and date of the site visit and deadline to RSVP.

Charisma Esparza
Procurement Manager
Finance Department - Procurement Division



ADDENDUM III

SUBJECT: Annual Contract for Security Services for San Antonio International Airport, (RFCSP 24-095, 6100017916), Scheduled to Close: July 10, 2024; Date of Issue: May 10, 2024

FROM: Charisma Esparza
Procurement Manager

DATE: July 9, 2024

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

- 1. THE BID OPENING IS HEREBY EXTENDED TO MONDAY, JULY 22, 2024, AT 11:00 A.M. CENTRAL TIME.**
- 2. ADD:** Section 005 – Supplement Terms & Conditions is here by adding “Force Majeure. Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the Liquidated Damages provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.”

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

On May 22, 2024, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Annual Contract for Security Services for San Antonio International Airport. Below is a list of questions that were asked at the pre-submittal conference. The City’s official response to questions asked is as follows:

Question 1: Is the City desiring for contractors to participate in teaming arrangements in the execution of this project?

Response: The City welcomes proposals that will successfully accomplish the expectation of this RFCSP.

Question 2: Will a performance bond be required?

Response: No, a performance bond is not a requirement for this contract.

- Question 3: How many total gates/posts requiring security monitoring are there as part of this proposal request?
Response: There are 11 posts.
- Question 4: Is there an existing requirement with an incumbent or is this a new requirement? Who is the incumbent?
Response: The existing requirements are in place, and the incumbent is Allied Universal Security.
- Question 5: Regarding the airport references is a category X airport required to be one of the references?
Response: A minimum of Category I Airport.
- Question 6: Is there an opportunity for potential contractors to take a complete tour onsite of all posts.
Response: Yes, a site visit was scheduled on June 21, 2024, from 10:00 am – 11:00 am.
- Question 7: Please clarify expectations for the first 30, 60, and 90 days, as SOPs are to be generated 60-90 days post-award, but the ramp-up time given is approximately 30 days.
Response: First 30 days ramp up is training. SOPs are already established based on Federal Regulations. 60-90 days ensure respondent staffing are certified for all posts/positions.
- Question 8: The price schedule provides a fixed number of hours per position. Do we propose to the exact number of hours, or do we propose what we determine this to take?
Response: The Price Schedule lists an estimated number of work hours on an annual basis and is based on City's best available information. Payment to the selected respondent will be based on the hourly rates for the actual quantity of hours supplied. Respondents shall describe their staffing plan in their Proposed Plan.
- Question 9: Would the city consider extending the deadline due date for proposals?
Response: Yes, this RFCSP has been extended to July 22, 2024, by 11:00 am.
- Question 10: Are startup costs to be added to the bid rates per position, or can they be expressed separately?
Response: See RFCSP Attachment B, Price Schedule: hourly rates shall include all direct and indirect expenses.
- Question 11: Is parking provided for security staff and at what cost if any?
Response: See Section 004 – Specifications / Scope of Services, Background: Parking is available at designated Employee Parking area(s) at the expense of the Selected Respondent (or Selected Respondent's employee). Currently it is at cost of \$30 a month per Respondent employee.
- Question 12: In Section 2.i it states, "SAT security management will have final approval on recommended on-site manager(s)." What will this approval process look like? Will the candidate on-site Managers be part of an SAT/Bidder interview process?
Response: The City reserves the right to refuse Contractor's placement of a security officer, including On-site Managers and On-site Supervisors, at a City facility if a security officer's service is not satisfactory to the City, in City's sole discretion.
- Question 13: If the Awardee has 2-3 finalists for On-Site Manager candidates and SAT likes both, will the Awardee be able to make the final decision?

Response: See response to Question 12.

Question 14: What is the approximate timeframe for the SIDA badge approval, initial cost, and replacement costs for lost or misplaced badges?

Response: The timeframe for U.S born citizens is 3-5 days pending CHRC clearance. For born abroad individuals, this process can take up to 45 days pending CHRC clearance. The initial cost is currently \$100, lost badges are \$35, and renewals are \$35.

Question 15: Is office space provided for security staff and at what cost if any?

Response: Only for the On-Site Manager is office space provided at no cost.

Question 16: What should the insurance provider letter contain?

Response: It will state the provider's commitment to insure the Respondent for the types of coverages and at the levels specified in the RFCSP if awarded a contract.

Question 17: For references, will similar size contracts and scope of access control references be accepted?

Response: Similar size contracts and scope of access control references will not be accepted, only Category X and Category I airport references will be accepted.

Question 18: Please clarify the site manager's weekly schedule. The yearly total hours in the price schedule are 1,560.

Response: The schedule will be Monday through Friday on-site a minimum of 6 hours per day.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

Question 19: Will the City please provide their current contract with the incumbent security provider?

Response: Response to this inquiry can be located at the following link: [Secured Area Access Management and Monitoring Services at the San Antonio International Airport.](#)

Question 20: Please provide any security vehicle requirements (i.e., model, quantities, markings, etc.)? What is the annual mileage expected?

Response: An SUV or truck able to drive up to 100 miles a day at approximately 36k miles a year.

Question 21: If required, should vehicle costs be included in the bill rate, or can they be billed as a separate item?

Response: See response to Question 10.

Question 22: Are there any MWBE/DBE or similar type goals for this project?

Response: The Small Business Economic Development Advocacy (SBEDA) Program has included an Affirmative Procurement Initiative (API) on this RFCSP of 5 points SBE Prime Contract Program.

Question 23: Will Account Manager/Supervisor be provided office space and/or supplies/equipment (e.g., laptop, etc.)?

Response: The manager will be provided a cubicle with power. The City will not supply computers and office supplies.

Question 24: Is the office located in a secured area or is it accessible to the general public (i.e., will contractor be able to interview potential candidates within the provided office space)?

- Response: The office will be located in a secure area.
- Question 25: Have the MWBE goals changed from the previous contract? If so, how are the incumbent providers meeting the current MBWE requirements?
- Response: Response to this inquiry can be located at the following link: [Secured Area Access Management and Monitoring Services at the San Antonio International Airport.](#)
- Question 26: Is an onsite training room available to vendor? Please provide more information about the training room size, availability to vendor, capacity limits, included equipment, and any associated costs.
- Response: Yes, there will be an on-site training/conference room that should accommodate at least 10 people. For larger groups, a larger conference room can be arranged.
- Question 27: Please advise the preferred vehicle model and/or type (SUV, compact, AWD, etc.), how many are required, and at which locations.
- Response: Two vehicles and one golf cart are preferred. The vehicle shall be a SUV or truck that can traverse on paved and dirt roads. Make and/or model shall be at the Respondents discretion.
- Question 28: What is the annual mileage per vehicle/site and please specify if fuel, maintenance, and/or insurance should be billed as incurred or included in our pricing model.
- Response: City estimates approximately 36k miles on the perimeter vehicle; however, it is Respondent's responsibility to determine estimated annual mileage. See response to Question 10. All fuel, maintenance, and insurance are the responsibility of the awardee and will not be provided by the City of San Antonio (COSA).
- Question 29: Will the City please provide total amounts and a breakdown of the liquidated damages the current provider has incurred, to date?
- Response: There have been \$0 in liquidated damages.
- Question 30: Will the City please confirm if the security staff may refuel company vehicles onsite?
- Response: The onsite COSA fuel pumps are for COSA vehicles only. There are several gas stations that can be utilized within a 2 mile radius.
- Question 31: What equipment is required by site/post and in what quantities (e.g., PPE, radios, cell phones, flashlights, handheld metal detection wands, vehicle inspection mirrors, divesture bins and bowls, lethal/less lethal weapons, etc.)? If you have a brand preference or other specifications, please clarify.
- Response: PPE and cell phones are not provided by COSA and are the responsibility of the awarded contractor. COSA will provide radios, metal detection wands, divesture bins and bowls.
- Question 32: What manufacturer and types of radios is vendor required to provide? What other equipment is required (e.g., chargers, batteries, microphones/earpiece, belt clips)?
- Response: COSA will provide all radios and associated radio equipment.
- Question 33: Who is responsible for programming radios to the airport's frequency and cost of such?
- Response: COSA will be responsible for radio programing.
- Question 34: For armed officers, please identify all required equipment/type of weapon (i.e., firearm, Taser, other).
- Response: No armed officers are required as part of this contract.

- Question 35: Will the City require temporary or “on-request” coverage for special events or temporary coverage? If so, please provide historical data or an estimate of hours per month by location and typical notice given.
- Response: The City will require temporary or “on-request” services if the TSA requires extra coverage due to a Security Directive or National Amendment. COSA will give as much notice as possible, but due to the 24/7 operation and the nature of the airport environment, notice could be as short as 24 hours.
- Question 36: Which posts, by RFP, are designated for X-Ray machines, and of these posts do any of them have more than one machine?
- Response: There are no posts that require an X-Ray machine coverage.
- Question 37: Are there any penetration testing requirements?
- Response: No.
- Question 38: Will the City please provide the budget and/or estimated annual value of this contract?
- Response: The City welcomes competitive pricing; however, the budget will not be disclosed.
- Question 39: Which vaccinations are required under the new contract, if any? Is Vendor responsible for those costs?
- Response: There are no required vaccinations under this RFCSP. Vendor is responsible for any costs in ensuring its employees meet the requirements of the RFCSP and applicable rules, laws, ordinances.
- Question 40: Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?
- Response: No, there aren’t any other mandated wage requirements.
- Question 41: Will there be any key guards the City would expect the new contractor to hire? (outside of those we may be required to hire under an employee retention requirement). If so, approximately what percent? Do the incumbent personnel meet the statement of work qualification standards (e.g., education, experience, training, etc.)?
- Response: No, there are no additional positions outside of what is listed in the RFCSP document. The incumbent’s personnel meet the qualifications and standards in the contract.
- Question 42: Will the Aviation Authority need to re-perform the Criminal History Records Check or Security Threat Assessment?
- Response: Yes, the Criminal History Records Check and/or Security Threat Assessment will be needed.
- Question 43: Will incumbent personnel need to go through a re-badging process with the Authority?
- Response: Yes, there will be a re-badging process with the Authority.
- Question 44: For sites where only one officer is on post, what is the expectation regarding break coverage? Are any posts self-relieving for breaks and meal periods?
- Response: The supervisor must arrange coverage for their employees. There are no self-relieving posts.
- Question 45: For outside posts, will you please identify which posts would require transportation for relief (bathroom) or breaks?
- Response: Gate 20 officer will require transportation.

- Question 46: Is stacking of umbrella and excess liability policies acceptable in order to meet the 10 million per occurrence umbrella liability coverage requirement?
Response: Excess insurance is not acceptable for this requirement. The contractor will be required to submit a Certificate of Insurance with an umbrella policy with the minimum assigned limit.
- Question 47: Will the City allow the Vendor to meet the 5 million combined single limit automobile insurance requirement through a combination of auto liability and umbrella liability coverage?
Response: If providing BAL limit of \$1 million and AOA access which requires \$5 million, then COSA will allow the umbrella to cover the \$4 million missing from BAL as long as BAL has a limit of \$1 million.
- Question 48: What is the current prevailing living wage at the airport?
Response: The San Antonio International Airport does not have prevailing living wages.
- Question 49: Are subsequent wage increases known?
Response: No, future changes to the federal minimum wage are not known.
- Question 50: Are employee breakrooms and lockers provided?
Response: COSA approved breakrooms are available to the Respondent, but lockers are not provided.
- Question 51: How many hours of initial and annual recurrent training is required?
Response: Initial training is 24 hrs. per post and annual is 2 hrs.
- Question 52: How many vehicles does the incumbent vendor use on this contract?
Response: 1 SUV/Truck and 1 golf cart
- Question 53: What equipment is required to be provided by Respondent to service the contract?
Response: A vehicle, a golf cart, uniforms, and inspection mirrors are required. Please refer to Section 004 – Specifications/Scope of Services.
- Question 54: Does the Aviation Department provide the maintenance and replacements for 2-way radios at no cost?
Response: The Aviation department will provide radios and maintenance. Contractor shall be responsible for lost or damaged radios due to the negligence of Contractor or its employees.
- Question 55: What screening equipment is to be used for employee screening? i.e., bag checks, x-ray, ETD, HHMD, WTMD.
Response: The equipment used is an inspection stick, inspection mirror, gloves, and a metal detecting wand. ETD may be used in the future.
- Question 56: Are the employee screening posts fixed or mobile?
Response: Employee screening posts are fixed but may be rotated if that works better for the respondent, if needed.
- Question 57: Is there any advanced screening in place for the inspection of concessionaire goods? i.e., X- ray or ETD? If so, will the Authority please clarify the process for screening, and what equipment is required?

- Response: ETD machines will be in place by September 2026. No X-Ray machines will be utilized.
- Question 58: Who is responsible to maintain screening equipment and at whose cost?
Response: Aviation will be responsible for the maintenance cost of screening equipment.
- Question 59: Are any of the posts self-relieving for meal break and/or Relief time? If so, would the Airport Authority please identify which post can self-relieve?
Response: No posts are self-relieving except the Supervisor and Manager. Supervisor will manage all breaks for employees.
- Question 60: Can the Supervisor provide rest breaks/meal breaks to the guards?
Response: Yes.
- Question 61: Will the current post orders/SOPs be made available to the winning vendor in order to prepare training accordingly?
Response: Yes.
- Question 62: Are all security officers required to have an individual radio/phone assigned to them while on post?
Response: The only post requiring cell phone is the Supervisor and Manager.
- Question 63: Regarding the Form CIQ and Form CIQ-A, when are these forms to be mailed to the Office of the City Clerk, i.e., prior to submission of bid, after submission of bid, upon award?
Response: No later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. Please refer to Section 003 – Instructions for Respondents -Part A.
- Question 64: Regarding page 11, Submission Requirements “if Respondent is proposing as a team or joint venture”, does “team” refer to Prime and Subcontractor if there is no joint venture?
Response: If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return the form or provide the requested information. As used in this RFCSP, “team” refers to parties that will be signing the contract with the City, if awarded.
- Question 65: Does Respondent have to file another Form 1295 if we have a certificate dated in 2020 from another airport in Texas?
Response: Yes. Respondent is required to complete and submit a new Form 1295 for each proposal response.
- Question 66: Does Respondent have to file another Form 1295 if we have a prior certificate dated in 2019 for SAT but it’s not showing on the website?
Response: Please refer to response to Question 65.
- Question 67: Referring page 28, Incorporation of Attachments, “... with this document taking priority over all attachments”, is “this document” meant to be the RFCSP itself?
Response: Yes, it is referring to the RFCSP document.
- Question 68: Regarding page 47, References, do we complete this page with information of

- the same references from whom we attach reference letters?
Response: They can be the same or different.
- Question 69: Can you please confirm if there are CBP seal requirements for any of the posts or personnel? If yes, for which posts or personnel?
Response: No CBP seals are required.
- Question 70: For planning and pricing purposes, over the current contract term how many dollars of liquidated damages have been assessed to the incumbent provider?
Response: Please refer to response for Question 29.
- Question 71: For planning and pricing purposes, over the current contract term how many internal and external (i.e., TSA) Letters of Investigation or Letters of Warning or penalties have been issued to the incumbent provider?
Response: One in the last 5 years.
- Question 72: For planning and pricing purposes, what is the total dollar value of fines that have been issued to the incumbent provider for security services over the current contract term?
Response: No fines have been issued.
- Question 73: Are all incumbent screeners, monitors, and badging support personnel trained to the required standards?
Response: Yes.
- Question 74: May one guard at any position provide relief or breaks to the other guard? Are both the screening positions self-reliving?
Response: No. Relief is coordinated and conducted by Contractor through its supervisor position. No post is to be unattended.
- Question 75: Are there any applicable minimum mandated PTO, sick time, vacation, or any other mandated fringe benefits required?
Response: No; however, Respondents shall describe their Wages and Benefits Plan in their Proposed Plan.
- Question 76: Are health benefits mandated or a mandated minimum health benefit requirement? If yes, what are the mandated minimum health benefits?
Response: No; however, Respondents shall describe their Wages and Benefits Plan in their Proposed Plan.
- Question 77: What is the incumbent provider's current billing rates for the various positions?
Response: Response to this inquiry can be located at the following link: [Secured Area Access Management and Monitoring Services at the San Antonio International Airport.](#)
- Question 78: What is the 2025 annual budget and expenditure for this Scope of Services?
Response: Please refer to response to Question 38.
- Question 79: To assess the terms and conditions and associated risks, would the City please provide a copy of the current, executed contract Agreement with the current provider, inclusive of any contract modifications or amendments?
Response: Please refer to response to Question 19.

- Question 80: Is on-airport office/administrative space(s) provided for the Provider? If yes, approximately how many square ft.? Approx. where is it located? And at what cost?
Response: There will be an on-airport office/cubicle provided for the manager. All other posts will be out in the field. It will be located near and in the badging office at no cost to contractor.
- Question 81: For pricing purposes, would the City provide a copy of any existing lease with the incumbent provider for administrative space(s) being used?
Response: Please refer to response to Question 80.
- Question 82: If not provided by the City, what office furniture and/or computer equipment and network access will be needed for this scope of services (e.g., desks, chairs, computers, copiers, network access, etc.)?
Response: The airport will provide desk, chair, and free internet connection.
- Question 83: Does the Authority provide an on-site safe or other acceptable locking container at the airport for properly securing SIDA badges and SSI materials? If not, is there sufficient office space currently provided to the supplier for properly securing SSI materials?
Response: Yes, an on-site safe or locking container will be provided.
- Question 84: Is all training billable?
Response: No, it is not.
- Question 85: If not at all, what portions of the training curricula and for which positions are billable?
Response: None are billable.
- Question 86: Are relieving (bathroom) facilities available near each post? If not, what is the current accommodation for access to bathroom facilities?
Response: Yes, there are restrooms adjacent to all posts.
- Question 87: Will the airport provide at no cost the potential electrical power needed for any powered screening equipment? Will the airport provide at no cost any hardware associated with employee screening (e.g., desk(s), divestiture table(s), signage, etc.)?
Response: Yes, electrical power will be provided at no cost to contractor.
- Question 88: Is there a per employee fee for obtaining airport security guard SIDA badges for airport security guards? If so, what is the cost and at what frequency are badges renewed (i.e., annual, 2-years, other)?
Response: Currently, \$100 Initial badge, \$35 lost badge, \$35 renewal. Badges are renewed every 2 years.
- Question 89: Are there penalty fees for unaccountable SIDA badges, are there any additional potential or cumulative fees and/or penalties?
Response: Yes, unaccountable SIDA badges are \$150.
- Question 90: Is any vacation time billable outside of the loaded hourly bill rates?
Response: No, vacation time is not billable.

- Question 91: Relative to the scope of work for the screening services, does the Authority require the screening to be in the identified positions to be permanently fixed or mobile? Or planned to be in other positions?
- Response: The only posts that are mobile will be the supervisor and aviation worker screening.
- Question 92: Depending on the method of screening, and type/number of security equipment used for employee screening, are two (2) screeners sufficient during peak hours to conduct screening of employees and their accessible properties?
- Response: Yes, two screeners are sufficient.
- Question 93: For planning and pricing purposes, can the Authority share historical metrics of employee screening throughout and screened traffic volumes to reflect historical peak and non-peak hours for employee screening checkpoints?
- Response: Employee screenings are random therefore metrics are not kept.
- Question 94: Does the City or Airport Security Department have a requirement or preference to retain incumbent non-exempt security personnel that are in good standing?
- Response: There are no requirements set in place, but it is preferred to retain the current personnel.
- Question 95: Does the City or Airport Security Department have a requirement or preference to retain incumbent management or other exempt personnel that are in good standing (e.g., supervisor, on-site lead, project manager, etc.)?
- Response: Please see response to Question 94.
- Question 96: How many unbilled positions (or approx. hours per week) is the incumbent currently providing (e.g., scheduler, trainer, quality control, payroll, administration, operations manager, supervisor, breaker, floaters, etc.)?
- Response: None
- Question 97: What is the current number of full-time and part-time security personnel performing this scope of services?
- Response: Approximately 35 employees under the current contract.
- Question 98: Would you please provide an exemplar Weekly Master Schedule for this scope of work with any personally identifiable information, or names redacted?
- Response: The Respondent will have to format their own schedule using the working hours that were submitted to them.
- Question 99: Are there specific training/certifications required beyond typical aviation security training (e.g., fire guard, CPR, First Aid, AED, Lenel, etc.)?
- Response: No, there are none required beyond typical aviation security training.
- Question 100: Is the City willing to negotiate the terms and conditions of the agreement?
- Response: The City seeks to contract with respondents that are willing and able to abide by the City's Terms and Conditions as stated in the RFCSP. Respondents may price their proposals accordingly. See also Section 003 – Instructions for Respondents, Variances and Exceptions to Proposal Terms: *In order to comply with State law, respondents must submit proposals on the same material terms and conditions.*

Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Question 101: What implications are there to the tender process if exceptions to the contract language are submitted with the bid?

Response: The City seeks to contract with respondents that are willing and able to abide by the City's Terms and Conditions as stated in the RFCSP. Respondents may price their proposals accordingly. See also Section 003 – Instructions for Respondents, Variances and Exceptions to Proposal Terms: *In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.*

Question 102: Regarding Future Changes: Will the City approve requests for equitable adjustment to annual bill rates if there is a material and uncontrollable increase to the Respondent's cost basis (e.g., new federal tax rates, local prevailing wage increases, new state or federal health care mandates, new legislation or ordinances, new City/Airport mandates, "Collective Bargaining Agreements, a new "Patient Affordable Care Act", etc.)?

Response: No, the City will not approve requests for equitable adjustments to annual bill rates. See RFCSP Attachment B, Price Schedule. Respondents may submit different pricing for each potential year of the contract.

Question 103: Approximately how many total hours of service losses have there been over the last twelve months?

Response: 500 hours.

Question 104: Is the current incumbent work force Unionized?

Response: No, the City is not aware that it is unionized.

Question 105: Is there an executed Collective Bargaining Agreement (CBA)? Can the Aviation Department advise if the CBA is accessible, or with what Union the CBA is held?

Response: No, there is no CBA.

Question 106: Will the City please confirm if Contractor's security personnel formally act as Agents of the City or County in the execution of the services (for example: restrain, detain, issue citations, etc.)?

Response: None of the above.

Question 107: Is a submitted proposal legally binding for the Respondent solely for pricing? If yes, for how many days?

Response: No, not solely for pricing. See all representations included Section 007 – Signature Page. The following is added: Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred and eighty days (180) following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Question 108: What default/breach/termination rights are available to Contractors in the case of an unremedied client breach or default? If none, pending a notification of award, would the City agree to discuss a mutually acceptable termination clause if case of a client unremedied breach or client default in the agreement?

- Response: See Section 006 – General Terms & Conditions, Termination. Also refer to response to Question 102.
- Question 109: Is it also binding for all other elements of the offering? And if so, for how many days?
- Response: Please refer to response to Question 102.
- Question 110: What potential liability caps are available to Contractors? If none, pending a notification of award, would the City agree to discuss modifying the liability language with mutually agreeable language regarding a liability cap (examples: a liability cap equivalent to five times the total contract value, ten times the total contract value, etc.)?
- Response: The City seeks to contract with respondents that are willing and able to abide by the City’s Terms and Conditions as stated in the RFCSP. Respondents may price their proposals accordingly. See also Section 003 – Instructions for Respondents, Variances and Exceptions to Proposal Terms: *In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected..*
- Question 111: Would the City agree to mutually agreeable language that the City shall enjoy the amounts of the insured’s insurance coverage to the required insurances coverages defined in this RFP/solicitation?
- Response: The City seeks to contract with respondents that are willing and able to abide by the City’s Terms and Conditions as stated in the RFCSP. Respondents may price their proposals accordingly. See also Section 003 – Instructions for Respondents, Variances and Exceptions to Proposal Terms: *In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.*
- Question 112: What implications are there to the tender process if concerns that are important, but not believed to be material, are submitted with the bid as points for good faith discussions and potential negotiations for mutually agreeable modifications?
- Response: The City seeks to contract with respondents that are willing and able to abide by the City’s Terms and Conditions as stated in the RFCSP. Respondents may price their proposals accordingly. See also Section 003 – Instructions for Respondents, Variances and Exceptions to Proposal Terms: *In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.*
- Question 113: The solicitation appears to be silent on a Force Majeure clause. Would the City agree to a mutually agreeable language exception for a mutually beneficial Force Majeure clause? If yes, would the Authority agree to including representative examples of threshold events consisting of, but not necessarily being limited to: pandemics or acts of public enemies?
- Response: Please reference Section 005 – Supplemental Terms & Conditions.
- Question 114: Regarding “Inspections,” without limiting the City, would you please quantify, provide additional details and/or provide representative examples on the scope of Inspection duties at the various Posts?

Response: Aviation Worker Screening – wand of personnel, visual checks of employee bags, shoes (if necessary), testing for explosive traces.
Vendor Inspections – visual inspection of merchandise, visual inspection/verification of employee SIDA badges.
Perimeter – Inspection of Airport Operations Area (AOA) gates and locks, inspection of construction areas, badge challenge/verification of individuals on the AOA ramp area.
Gate 20 – Inspection of Interior and exterior of vehicles wanting access to the AOA, employee SIDA badge inspection/verification

Question 115: Regarding “Screening,” without limiting the City, would the City please provide additional information on the types (e.g., x-ray, ETD, AIT, walk-through, handheld, mobile, transportable - including makes/models) of screening equipment that is used? And planned to be used? ETD machine will be used by September 2026. Aviation does not currently own and operate an ETD machine. Currently utilize a handheld metal detection wand.

Response: City anticipates ETD machine will be used by September 2026. Aviation does not currently own and operate an ETD machine. Aviation currently utilizes a handheld metal detection wand.

Question 116: Does the City believe the number of vehicles currently used by the incumbent is sufficient?

Response: It is preferred that Respondent provide at least two SUV/Trucks and one golf cart; however, Respondent is responsible for ensuring that it provides a sufficient number of vehicles/equipment to cover the scope of work.

Question 117: In reference to the scope of work covering vehicle inspections, would such inspections be at fixed positions? or random positions? If yes, would it include hands-on bag checks of driver’s/passenger’s property? Does it include passengers exiting the vehicles?

Response: Vehicle inspections are at a fixed post; some passengers must exit the vehicles if they are not in an exempt vehicle.

Question 118: Would the City please provide a summary of how many times in the past three (3) years were additional ad hoc security service requests made? In those cases, approx. how many additional officers were required per shift and the average durations of those requests?

Response: There have been none in the past three (3) years.

Question 119: What is the average monthly spend/invoicing for the current security service contract over the last six (6) months?

Response: Approximately \$90,000.

Question 120: Beyond a fingerprint based Criminal History Records Check and a name-based background check initiated by the Airport for a Security Threat Assessment (STA) would the Authority please specify what types of other employee pre-employment screening and the specific threshold levels for both initial and confirmatory tests are required, if any (e.g., other background checks, how many panel drug testing, alcohol tests, physical test, etc.)? If yes, does the Authority require DOT compliant testing? Does the City require a specific spectrum of drug-panel tests to be screened for (e.g., 6-panel, 7-panel, 10-panel, 12-panel, etc.)? If some tests are

more frequent than just initial can the City please confirm the frequency to perform each test (e.g., alcohol, drug testing (how many panel drug test), physical, etc.)?

Response: Respondent is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff, and subcontractors responsible for performing services under this RFCSP, and ensuring it meets all requirements of the RFCSP and all applicable rules, laws, regulations, and ordinances..

Question 121: Would the City please define or list which drugs or synthetics must be tested negative for? Would the City please specify which type of drug tests are required to be taken (i.e., urine, saliva, hair, blood, etc.)?

Response: Respondent is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff, and subcontractors responsible for performing services under this RFCSP, and ensuring it meets all requirements of the RFCSP and all applicable rules, laws, regulations, and ordinances.

Question 122: If alcohol tests are required at any time does the City have a requirement for evidential breath testing or blood testing?

Response: Respondent is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff, and subcontractors responsible for performing services under this RFCSP, and ensuring it meets all requirements of the RFCSP and all applicable rules, laws, regulations, and ordinances.

Question 123: What are the annual costs for each Airport Vehicle Permit operating on the AOA? Is there required training and a proficiency test? If so, how many hours is the training and is that training time billable?

Response: There is only an AOA driver license that currently costs \$40 per driver every 2 years.

Question 124: Will the City provide Post Orders to a new Provider for collaborative review, potential recommendations, for updating procedures and for tailoring Training courses at least 30-days prior to all impacted deliverables?

Response: Yes, post orders will be provided.

Question 125: What are the fees associated with changing locks, per lock?

Response: The Contractor carries a set of keys that if lost, would currently cost the Contractor approximately \$60k to replace cylinders and keys due to TSA regulation.

Question 126: How long is the airport-specific training for SIDA badges? Is this time billable?

Response: Approximately 2 hours and it is not billable

Question 127: Does the City have a preference for a shorter or more comprehensive Transition Period? Does the City have a preference for a 30-day Transition Period? 45-Day? 60-Day?

Response: A 30-day transition is preferable.

Question 128: Would the City please confirm if Certificates of Insurance and Workers Compensation are required to be submitted with Bidder's proposals or after a notification of award? For the avoidance of any doubt, will the City please confirm if

all the content of the RFCSP Attachment A, Part One is due at the time of submittal or upon a notification of intent to award?

Response: See Section 005 – Supplemental Terms & Conditions, Insurance: *No later than 30 days before the scheduled services required under this Contract, Respondent must provide a completed Certificate(s) of Insurance to CITY’s Aviation Department.* RFCSP Attachment A, Part One shall be submitted with your proposal prior to the RFCSP deadline. Please refer to Section 003 – Instructions for Respondents – Part B for Submission Requirements.

Question 129: For the avoidance of any doubt, will the City please confirm if all the content of the RFCSP Attachment A, Part Two is due at the time of submittal or upon a notification of intent to award?

Response: It must be submitted with your proposal prior to the RFCSP deadline. Please refer to Section 003 – Instructions for Respondents – Part B for Submission Requirements.

Question 130: For the avoidance of any doubt, will the City please confirm if all the content of the RFCSP Attachment A, Part Three is due at the time of submittal or upon a notification of intent to award?

Response: It must be submitted with your proposal prior to the RFCSP deadline. Please refer to Section 003 – Instructions for Respondents – Part B for Submission Requirements.

Question 131: Regarding Fixed Pricing for Five Years: To get the best possible pricing from Respondent’s would the City consider Fixed Pricing for Year 1 and for each subsequent Year for the hourly rates to be indexed to, and increased by, the regional’s last trailing 12 month’s U.S. BLS CPI-W indexed benchmark? This would get the City Year 2 – Year 5 pricing indexed to an objective benchmark index instead of Respondent’s having to price risk premiums into their five-year fixed pricing.

Response: See RFCSP Attachment B, Price Schedule. Respondents may submit different pricing for each potential year of the contract.

Question 132: Does SAT have a desired minimum number of required initial training hours, including the 24 hours of on job training (OJT), or is this left up to the Contractor’s discretion?

Response: The 24 hours of OJT is required, at minimum, and the other training hours are at the Contractor’s discretion.

Question 133: Does SAT have a desired minimum number of required refresher training hours, or is this left up to the Contractor’s discretion?

Response: Respondent is responsible for assessing risk and maintaining effective training policy for all employees, staff, and subcontractors responsible for performing services under this RFCSP and ensuring compliance with all requirements of the RFCSP and all applicable rules, laws, regulations, and ordinances. There are 24 hours of OJT, 1 hour of annual refresher training and annual recertifications (training will cover all post).

Question 134: Are hours spent in OJT billable to SAT?

Response: No, OJT hours are not billable.

Question 135: Please provide a post exhibit that lists the number of guards, start time, end time, and days per week for each post listed in the Service Schedule and Staffing Requirements section of the Scope of Services. Without a detailed post exhibit, Contractors will not be able to accurately respond to the Staffing Plan section of Attachment A, Part Three, which requests shift-by-shift information.

Response: It is the awarded vendor's responsibility to identify how many guards, work hours and shifts that are needed to fill the staffing requirements.

Question 136: Are Contractors required to provide a heat relief station with a shaded area and water or is this already provided by the City?

Response: The awarded contractor will have to provide water for their staff.

Question 137: Please provide a detailed breakdown of the posts required for the Contract Security Officer (Partial Day) line item, to include start times, end times, number of guards on shift, and days per week.

Response:

1. Gate 20 (1 officer) 24 hour post
2. Perimeter patrol (1 officer) 24 hour post
3. Supervisor (1 officer) 24 hour post
4. Vendor A inspection (1 officer) 0400 hrs. – 1800 hrs. 7 days a week
5. Vendor B (1 officer) 0600 hrs. – 1400 hrs. 7 days a week
6. Vendor B escort (1 officer) 0600 hrs. – 1400 hrs. Mon – Fri
7. Entry A (2 officers) 0400 hrs. – 1800 hrs. 7 days a week
8. Entry B (1 officer) 0400 hrs. – 1200 hrs. 7 days a week
9. Exit Lane A (1 officer) 1900 hrs. – 0330 hrs. 7 days a week
10. Exit Lane B (1 officer) 1945 hrs. – 0330 hrs. 7 days a week, Worker Screening (2 officers) 0400 hrs. – 2000 hrs. 7 days a week (times will vary due to TSA requirements but shifts will be in 8 hr. increments)

Question 138: Please confirm that the On-Site Manager is a full-time position, as the annual work hours for the On-Site Manager equate to that of a part-time employee.

Response: Yes, the on-site manager is a full-time position. The position expectations will be provided once the contract is awarded.

Question 139: How long has the incumbent been supporting the requirements of the security program?

Response: The incumbent has been under contract since July 1, 2019.

Question 140: What is the anticipated date of the contract award?

Response: Contract award is anticipated for October 2024.

Question 141: What aspects of the security program does SAT want to see improvement in under the new contract?

Response: The City requires all aspects of Section 004 – Specifications/Scope of Services to be performed.

Question 142: Does SAT have a preference to retain incumbent employees that are in good standing and meet the hiring criteria of the proposer?

Response: Please see response to Question 94.

Question 143: Will the incumbent Security Personnel be grandfathered for training requirements or are they required to be retrained?

Response: They can be grandfathered. Respondent is responsible for assessing risk and maintaining effective training policy for all employees, staff, and subcontractors responsible for performing services under this RFCSP and ensuring compliance with all requirements of the RFCSP and all applicable rules, laws, regulations, and ordinances.

- Question 144: Will the incumbent Security Personnel be grandfathered for background investigation/screening requirements or are they required to be rescreened?
- Response: They can be grandfathered. Respondent is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff, and subcontractors responsible for performing services under this RFCSP and ensuring compliance with all requirements of the RFCSP and all applicable rules, laws, regulations, and ordinances.
- Question 145: It is a standard airport procedure to have a 30-minute roll-call before the start of each shift, is roll-call required under this scope of work?
- Response: No, it is not a requirement.
- Question 146: If roll-call is required under this scope of work, are Contractors able to bill SAT for roll-call time?
- Response: No, roll-call time is not billable.
- Question 147: Please clarify the mechanisms for rate adjustments during the life of the contract, if any.
- Response: See RFCSP Attachment B, Price Schedule. Respondents may submit different pricing for each potential year of the contract
- Question 148: Please clarify if SAT has a specific number of training hours required per post/location or labor category for basic, on-the-job, and annual refresher training, or if this is up to the Contractor's discretion. Please also confirm the number of hours the current Contractors are providing per location/post.
- Response: There are 24 hours of OJT, 1 hour of annual refresher training and annual recertifications (training will cover all post).
- Question 149: We understand that Supervisors are required to assist at all posts, would the City verify that all Supervisors and Training personnel require TSA Inspection Training/Certification?
- Response: All personnel require the mandatory training certification including the Account Manager.
- Question 150: If only SBE Prime Contractors can earn the 5 points for SBEDA listed under the evaluation criteria breakdown, this means all non-SBE Prime Contractors can only earn a possible 95 total points? Would the City consider adjusting the scoring breakdown of the other 3 categories to equal 100 and count the 5 SBEDA points as a possible bonus of 5 points for SBEDA firms?
- Response: Please refer to Section 003 – Instructions for Respondents - Part B, Evaluation Criteria.
- Question 151: Considering the unprecedented labor market wage swings, and the critical role wage plays in ensuring staffing levels with appropriate people, would, the City of San Antonio consider establishing a standardized base wage reflecting the local cost of living?
- Response: See RFCSP Attachment B, Price Schedule. Respondents may submit different pricing for each potential year of the contract.
- Question 152: Will the patrol position and supervisor position be separated in the future?
- Response: These are already separate position. The supervisor relieves post, and the patrol position conducts perimeter checks.

Question 153: What is the reason for the variance between the current hours in place and what is listed in the RFP?

Response: The construction at the airport.

Question 154: The term of this contract is 2027 (before extension options), and as wage are the most impactful element of a successful program, will the airport permit rate increases to accommodate wage increases in order to keep up with changes in the labor market?

Response: See RFCSP Attachment B, Price Schedule. Respondents may submit different pricing for each potential year of the contract.

Question 155: What is the minimum rate of pay for the officers?

Response: The City of San Antonio does not determine rate of pay for the Respondents officers

Question 156: Is there a bid bond or a performance bond required to submit with this RFCSP? If so, what is the amount?

Response: There are no bonds required on this RFCSP.



Charisma Esparza
Procurement Manager
Finance Department - Procurement Division

Questions for Clarification – San Antonio Airport

CLARIFICATION QUESTIONS – SUBMITTED 6/25/2024

1. **Reference: Page 15, Evaluation Criteria** *“No evaluation criteria points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.”*

QUESTION A: Does the City have a required minimum subcontracting percentage for this project? If so, what type(s) of firms are eligible, MBE, WBE, SBE, DBE, etc?

QUESTION B: If only SBE Prime Contractors can earn the 5 points for SBEDA listed under the evaluation criteria breakdown, this means all non-SBE Prime Contractors can only earn a possible 95 total points? Would the City consider adjusting the scoring breakdown of the other 3 categories to equal 100 and count the 5 SBEDA points as a possible bonus of 5 points for SBEDA firms?

2. **Personnel:** Following contract award, will the City provide the awarded vendor with a list of incumbent personnel they would like to retain?
3. **Training:** We understand that Supervisors are required to assist at all posts, would the City verify that all Supervisors and Training personnel require TSA Inspection Training/Certification?

CLARIFICATION QUESTIONS – PREVIOUSLY SUBMITTED ON 5/24/24

1. **Reference: Specifications / Scope of Services, Page 17, Background**

“Parking is available at designated Employee Parking area(s) at the expense of the Selected Respondent (or Selected Respondent’s employee). The initial parking card will be provided and the Selected Respondent or Selected Respondent’s employee will be assessed a replacement cost if the parking card is lost.”

QUESTION A: Please provide a breakdown of all fees associated with parking cards.

2. **Reference: Specifications / Scope of Services, Page 17, Scope of Service**

“Conduct internal site-specific security post training of a minimum of 24-hours per post or as requested, reviewed, and approved by SAT Airport Security management at selected respondent’s expense.”

QUESTION A: Will SAT provide space onsite for Contractors to train personnel?

QUESTION B: Does SAT have a desired minimum number of required initial training hours, including the 24 hours of OJT, or is this left up to the Contractor’s discretion?

QUESTION C: Does SAT have a desired minimum number of required refresher training hours, or is this left up to the Contractor’s discretion?

QUESTION D: Are hours spent in OJT billable to SAT?

3. **Reference: Specifications / Scope of Services, Page 18, Scope of Service**

“The City will provide two-way radios. However, mirrors, and other inspection equipment will be provided by the respondent at the respondent’s expense. The selected Respondent is responsible for providing a mobile cellular device for

the on-duty Security Supervisor 24 hours a day 7 days a week and a vehicle for the routine patrols of the Airport property. The vehicle must accommodate the perimeter inspections and meet the Airport AOA vehicle requirements.”

QUESTION A: Please provide a list of all inspection equipment Contractors are required to provide along with the quantities.

QUESTION B: Please confirm that cell phones are only required for Supervisor posts. Additionally, please provide the total quantity of cell phones required.

QUESTION C: Are cell phones required for all posts?

QUESTION D: Please provide the quantity of vehicles required along with the estimated annual mileage each vehicle will travel so contractors may accurately calculate the cost of vehicles and fuel.

4. Reference: Specifications / Scope of Services, Page 18-19, Service Schedule and Staffing Requirements

QUESTION A: Please provide a post exhibit that lists the number of guards, start time, end time, and days per week for each post listed in the Service Schedule and Staffing Requirements section of the Scope of Services. Without a detailed post exhibit, Contractors will not be able to accurately respond to the Staffing Plan section of Attachment A, Part Three, which requests shift-by-shift information.

5. Reference: Specifications / Scope of Services, Page 19, Duties and Responsibilities

“Selected Respondent shall provide a sufficient number of vehicle(s) for on-duty personnel transportation to maintain compliance with all requirements in this agreement throughout the Contract term.”

QUESTION A: Please clarify the following vehicle requirements: i) specific year/make/models of requirements of the vehicles; ii) quantity of vehicles; iii) estimated annual mileage per vehicle; iv) any specific equipment required per vehicle (i.e., light bars, first aid kits, etc.); v) will SAT provide parking space onsite for when patrol vehicles are not in use?

6. Reference: Specifications / Scope of Services, Page 21, Duties and Responsibilities

“Selected Respondent must ensure that all CSOs are trained on all applicable regulations regarding the following posts: TSA Exit Lanes, TSA Passenger Screening Entrance Lanes, Vendor Delivery Inspection location(s), Aviation Worker screening, AOA Perimeter, and Designated vehicle/pedestrian perimeter gate(s), and if needed, construction perimeter gate(s).”

QUESTION A: Please clarify the number of training hours required for each post, TSA Exit Lanes, TSA Passenger Screening Entrance Lanes, Vendor Delivery Inspection location(s), Aviation Worker screening, AOA Perimeter, and Designated vehicle/pedestrian perimeter gate(s), and if needed, construction perimeter gate(s).

7. Reference: Specifications / Scope of Services, Page 22, Duties and Responsibilities

“CSOs will need to have a working flashlight, pen, paper, and a watch at all times while on duty.”

QUESTION A: Please confirm that the only equipment Contractors are required to provide to guards are flashlights, pens, notebooks, and watches.

QUESTION B: Please provide a list of all additional equipment required.

8. Reference: General Terms & Conditions, Page 38, Heat Illness Prevention Ordinance

“Provide a heat relief station at the Site with a shaded area and water.”

QUESTION A: Are Contractors required to provide a heat relief station with a shaded area and water or is this already provided by the City?

9. Reference: RFCSP Attachment B, Page 53, Pricing Tables

QUESTION A: Please provide a detailed breakdown of the posts required for the Contract Security Officer (Partial Day) line item, to include start times, end times, number of guards on shift, and days per week.

QUESTION B: Please confirm that the On-Site Manager is a full-time position, as the annual work hours for the On-Site Manager equate to that of a part-time employee.

10. General Questions

QUESTION A: Who is the incumbent service provider?

QUESTION B: How long has the incumbent been supporting the requirements of the security program?

QUESTION C: Is the incumbent fully staffed and fulfilling all the required service hours/posts?

QUESTION D: What is the anticipated date of the contract award?

QUESTION E: What aspects of the security program does SAT want to see improvement in under the new contract?

QUESTION F: Does SAT have a preference to retain incumbent employees that are in good standing and meet the hiring criteria of the proposer?

QUESTION G: Will the incumbent Security Personnel be grandfathered for training requirements or are they required to be retrained?

QUESTION H: Will the incumbent Security Personnel be grandfathered for background investigation/screening requirements or are they required to be rescreened?

QUESTION I: Please confirm if this location/scope of work is subject to a Union/Collective Bargaining Agreement? If so, please confirm: (i) which Union; (ii) provide a copy of the applicable CBA; and (iii) provide a copy of the seniority list.

QUESTION K: Please confirm if this location/scope of work is subject to living wage requirements? If so, please provide the living wage ordinance.

QUESTION L: What are the current pay rates and billing rates by labor category?

QUESTION M: Are Security Personnel required to have any specific vaccinations (i.e., COVID, TB, etc.)?

QUESTION N: Are relief personnel required or are guards self-relieving?

QUESTION O: If relief personnel are required, are they billable to SAT?

QUESTION P: Are Supervisors able to be utilized as a breaker force?

QUESTION Q: It is a standard airport procedure to have a 30-minute roll-call before the start of each shift, is roll-call required under this scope of work?

QUESTION R: If roll-call is required under this scope of work, are Contractors able to bill SAT for roll-call time?

QUESTION S: Are Contractors allowed to propose annual rate adjustments to account for CPI, or are Contractors required to provide built-in rate adjustments for each year of the contract in the Price Schedule?

QUESTION T: Please clarify the mechanisms for rate adjustments during the life of the contract, if any.

QUESTION U: Please clarify if SAT has a specific number of training hours required per post/location or labor category for basic, on-the-job, and annual refresher training, or if this is up to the Contractor's discretion. Please also confirm the number of hours the current Contractors are providing per location/post.