



Amendment No. 4
to
Contract No. 5600 NS150000018
for
Security System maintenance Agreement for ABIA
between
Convergent Technologies LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be April 17, 2018 through April 16, 2019. One (1) option will remain.
- 2.0 The total contract amount is increased by \$198,460.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 04/17/2015 – 04/16/2016	\$191,840.00	\$191,840.00
Amendment No. 1: Option 1 – Extension 04/17/2016 – 04/16/2017	\$197,260.00	\$389,100.00
Amendment No. 2: Option 2 – Extension 04/17/2017 – 04/16/2018	\$197,860.00	\$586,960.00
Amendment No. 3 Administrative Increase \$58,000.00	\$58,000.00	\$644,960.00
Amendment No. 4: Option 3 – Extension 04/17/2018 – 04/16/2019	\$198,460.00	\$843,420.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: March 22nd, 2018

Printed Name: Kevin Popejoy - Vice President
Authorized Representative

A handwritten signature of Kevin Popejoy.

Convergent Technologies, LLC
10535 Boyer Blvd. Ste.300
Austin, TX 78758

Sign/Date: 3/22/18

Printed Name: James T. Howard
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
to
Contract No. NS150000018
for
Security System Maintenance Agreement for ABIA
Between
Convergint Technologies LLC
and the
City of Austin

- 1.0 The City hereby exercises an administrative increase to the above-referenced contract in the amount of \$58,000.00. Effective date of this change is January 24, 2018.
- 2.0 The total contract amount is increased by \$58,000.00 for the current extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 4/17/2015 – 4/16/2016	\$191,840.00	\$191,840.00
Amendment No. 1: Option 1 – Extension 4/17/2016 – 4/16/2017	\$197,260.00	\$389,100.00
Amendment No. 2: Option 2 – Extension 4/17/2017 – 4/16/2018	\$197,860.00	\$586,960.00
Amendment No. 3: Administrative Increase \$50,800.00	\$58,000.00	\$644,960.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Kevin Popejoy 01/24/2018

Printed Name: Kevin Popejoy - VP
Authorized Representative

Convergint Technologies, LLC
10535 Boyer Blvd. Ste. 300
Austin, TX 78758

Sign/Date: Sai Porcell 2/15/18

Printed Name: Sai Porcell
Authorized Representative

City of Austin
Purchasing Office



Amendment No. 2
to
Contract No. NS150000018
for
Security System Maintenance Agreement for ABIA
Between
Convergint Technologies LLC
and the
City of Austin

- 1.0 The City hereby exercises the extension options for the above-referenced contract. Effective April 17, 2017 the term for the extension option will be April 17, 2017 through April 16, 2018 and there are two (2) options remaining.
- 2.0 The total contract amount is increased by \$197,860.00 for the current extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 4/17/2015 – 4/16/2016	\$191,840.00	\$191,840.00
Amendment No. 1: Option 1 – Extension 4/17/2016 – 4/16/2017	\$197,260.00	\$389,100.00
Amendment No. 2: Option 2 – Extension 4/17/2017 – 4/16/2018	\$197,860.00	\$586,960.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: C. Popejoy March 9th, 2017

Printed Name: Kevin Popejoy RVP
Authorized Representative

Convergint Technologies, LLC
10535 Boyer Blvd. Ste. 300
Austin, TX 78758

Sign/Date: Sai Purcell 3/10/17

Printed Name: Sai Purcell
Authorized Representative
City of Austin
Purchasing Office



Amendment No. 1
to
Contract No. NS150000018
for
Security System Maintenance Agreement for ABIA
between
Convergent Technologies LLC.
and
The City of Austin

- 1.0 The City hereby exercises this extension option for the above-referenced contract. This extension option will be April 17, 2016 through April 16, 2017. There are three options remaining.
- 2.0 The total contract amount is increased by \$197,260.00 for this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 4/17/2015 – 4/16/2016	\$191,840.00	\$191,840.00
Amendment No. 1: Option 1 4/17/2016 – 4/16/2017	\$197,260.00	\$389,100.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: C. Popejoy 4/14/16

Printed Name: Kevin Popejoy
Regional Vice President
Convergent Technologies

Convergent Technologies, LLC.
10535 Boyer Blvd. Ste. 300
Austin, TX 78758

Sign/Date: Linell Goodin-Brown
Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

4-F-16



Financial Service Department
Purchasing Office
124 W. 8th St., Austin, Texas, 78701

April 17, 2015

Convergint Technologies, LLC
Kevin Popejoy
Vice President
10535 Boyer Blvd. Suite 300
Austin, Texas 78758

Dear Mr. Popejoy:

The Austin City Council approved the execution of a contract with your company for Maintenance and Technical Support for the Security System at ABIA.

Responsible Department:	Aviation Department
Department Contact Person:	Phillip Bays
Department Contact Email Address:	Phillip.Bays@Austintexas.gov
Department Contact Telephone:	(512) 530-2638
Project Name:	Maintenance and Technical Support for the Security System at ABIA
Contractor Name:	Convergint Technologies, LLC
Contract Number:	MA-5600-NS150000018
Contract Period:	April 17, 2015 through April 16, 2016
Extension Options:	Four 12-month Options
Dollar Amounts:	Not to Exceed \$191,840 for the initial term and Not to Exceed \$197,260 for option #1, \$197,860 for option #2, \$198,460 for option #3 and \$199,060 for the final option
Agenda Item Number:	17
Council Approval Date:	March 26, 2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Shawn M. Willett

Shawn M. Willett
Corporate Contract Compliance Manager
IT Contract Management and Procurement Team
City of Austin, Purchasing Office

cc: Phillip Bays, Aviation

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Convergint Technologies, LLC (“Contractor”)
for
Maintenance and Technical Support for the Security System at ABIA
MA-5600-NS150000018**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Convergint Technologies LLC having offices at Austin, Texas 78758 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB SMW0213.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation for Bid (IFB), SMW0213 including all documents incorporated by reference
- 1.1.3 Convergint Technologies LLC Offer, dated December 9, 2014, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of 12-months and may be extended thereafter for up to four 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$191,840 for the initial Contract term and Not to Exceed \$197,260 for option #1, \$197,860 for option #2, \$198,460 for option #3 and \$199,060 for the final option as indicated in the Bid Sheet, IFB Section 0600. This includes an additional \$30,000 for each term in contingency funding which requires the pre-approval of the Aviation Department. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

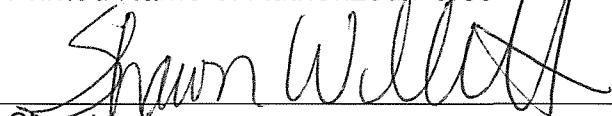
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Shawn M. Willett

Printed Name of Authorized Person

A handwritten signature in black ink, appearing to read "Shawn Willett", is written over a horizontal line.

Signature

Corporate Contract Compliance Manager

Title:

March 30, 2015

Date:



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: SMW0213

DATE ISSUED: November 17, 2014

REQUISITION NO.: RQM 14111200058

COMMODITY CODE: 92045

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

PRIMARY:

Shawn M Willett

Corporate Contract Compliance Manager

Phone: (512) 974-2274

E-Mail: shawn.willett@austintexas.gov

SECONDARY:

Jane Neal

Buyer I

Phone: (512) 974-3398

E-Mail: jane.neal@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: ABIA Security System
Software Maintenance & Support Agreement

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM on December 9, 2014

BID OPENING TIME AND DATE: 2:15 PM on December 9, 2014

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

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

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

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

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

The Vendor agrees, if this Offer is accepted within 150 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

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

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
ATTB	ATTACHMENT B, ABIA SECURITY REQUIREMENTS	24
0500	SCOPE OF WORK, INCLUDES ATTACHMENT A	9
0600	BID SHEET – Must be completed and returned with Offer	2
EXB1	EXHIBIT 1, CHECKLIST OF REQUIRED CERTIFICATIONS	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

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

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

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

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

Company Name: Convergint Technologies, LLC

Company Address: 10535 Boyer Blvd., Ste. 300

City, State, Zip: Austin, TX 78758

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Kevin Popejoy

Title: Vice President

Signature of Officer or Authorized Representative: 

Date: December 9, 2014

Email Address: kevin.popejoy@convergint.com

Phone Number: 512-351-4042

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0213**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office not later than (5) business days prior to bid opening. Submissions may be made via e-mail to: shawn.willett@austintexas.gov or jane.neal@austintexas.gov or via fax at (512) 974-2388.

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

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

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

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

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0213**

- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0213**

4. **CONTRACT AWARD:**

This contract will be awarded in an amount equal to the annual support and an amount not to exceed an additional \$30,000 for the initial contract term and for each of the extension options. The not to exceed amount is not a guarantee of any work under the contract.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Department of Aviation
Attn:	Phillip Bays
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, Texas 78719

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

6. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

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

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
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all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages Employee Certification included in the Solicitation)** for all employees directly assigned to the contract. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

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

9. NON-SOLICITATION

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0213**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

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

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access

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by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
- K. All technicians performing work on the ABIA campus shall meet the minimum security requirements and be capable of obtaining a SIDA badge at ABIA, see Attachment B.

11. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).

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- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name : Wages and Salaries	
Series ID: CIU2020000430000A	
X Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Private Industry	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All including Labor	

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

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

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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

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

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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

Phillip Bays

System Support Network Supervisor

Phillip.Bays@austintexas.gov

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

AIRPORT SECURITY REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions and Supplemental General Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY

- A. This section outlines security responsibilities for Contractors and Subcontractors at Austin-Bergstrom International Airport (ABIA).
- B. In this document, Project Manager is defined as designated Owner Representative.
- C. Due to the ever changing environment of Airport security, requirements may change at any time.

1.3 RESTRICTED AREAS ACCESS POLICIES

Unescorted Access: Individuals with an operational need for unescorted access into restricted areas (Sterile Area, Secured Area and/or Air Operations Area) of the airport shall submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office may issue a security access badge. **Applicant fees to request an ABIA Security Identification Badge are \$75 each, which is typically waived for contractors or personnel providing work or services under a contract agreement with the City of Austin.**

Escorted Access: Each person acting as an escort must inform all individual(s) being escorted that they are in a security area of the airport and all security rules and regulations must be followed. The escort is required to be able to, at all times until the escorted individual has left the security area, physically control the escorted individual(s)' movement when escorted in the Secured Area and visually control the escorted individual(s) movement when escorted in the AOA and Sterile Area. Only individuals with current unescorted access authority are permitted to escort. Those who have authority to escort will have the designated silver background with (AUS) Sticker which gives them the authority to escort. The maximum number of individuals who can be escorted is three (3). ABIA escort procedures are described in “**Escort Procedures and Authorization Form**”. (Attachment 1)

A “**Special Escort Notification**” (Attachment 2) may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis and must be requested and discussed with the Project Manager at the Weekly Coordination Meeting. Completion and submission of the form and **prior approval** from the Airport Security Coordinator (ASC) or ASC's designee must be received before conducting the escort. To ensure prompt approval requests must be submitted at least three (3) working days in advance to allow for this exemption. In an emergency situation when less than three (3) working days notice is available; submit the fax to Airport Communications at 530-7676. Approval shall be obtained before conducting the escort.

Sterile and Secured Area Access: A Subcontractor or Supplier may be exempted from the airport security badge requirements provided they will be on the work site no more than three (3) consecutive days and are under authorized escort. Exceptions must be submitted by the Project Manager and approved by the Airport Security Coordinator.

Air Operations Area (AOA) Access: A Subcontractor or Supplier may be exempted from the airport security badge requirements provided they will be on the work site no more than fourteen (14) consecutive days and under authorized escort. Exceptions must be submitted by the Project Manager and approved by the Airport Security Coordinator.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division shall approve access into DOA telecommunication rooms. The DOA Building Maintenance Division shall approve access into electrical and/or maintenance rooms. A DOA employee shall accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

As approved by the Project Manager, Contractor shall contact the DOA Business Development Section at 530-7507 for escort fees, scheduling and additional information. Minimum hourly charge to contractors for required escort services shall be \$40.

After-Hours Access: Should the Contractor require access to the Terminal's sterile side after Transportation Security Administration (TSA) operations at security checkpoints have terminated for the day, the Contractor shall contact Airport Communications at (512) 530-2242 (530-ABIA).

1. Prior approval for after hours access must be requested through the Project Manager during the Work Coordination Meetings.
2. The Contractor shall report to the Terminal Loading Dock where identification will be verified and registration of his ingress to the Terminal recorded.
3. The Airport Security personnel will inspect and validate the Contractors' provided tool inventory and equipment that are to be brought into the Terminal.
4. Airport Security personnel will provide access into the Terminal via the Loading Dock doors. The contractor will never be provided airport badge access through the loading dock doors.
5. Once admitted into the Terminal service corridor, the Contractor must utilize service elevators and doors as authorized by their airport badge to access their work site.
6. Contractor must exit the Terminal through the loading dock in order that the tool inventory previously completed may be revalidated. Tools shall not be left unattended in the Sterile Area unless properly secured.

Unconventional Access: Unconventional access is defined as entering into the secure side of the Terminal structure or AOA in a fashion other than a card swipe door or gate activity; for example, a baggage conveyor belt. If Contractor requires unconventional access into the Secured Area or Airport Operations Area, the Contractor must make the request at least 24 hours prior to the proposed activity through the Project Manager at the Work Coordination Meetings so that a security validation check can be performed and approval received. The ABIA Airport Security Coordinator will notify the Project Manager, Airport Public Safety, Airport Communications, TSA, and OPSEC/Airport Operations of the approved activity and authorized person(s). The Project Manager will notify the contractor.

Curbside Parking: Curbside parking for deliveries adjacent to the ABIA terminal shall be for a maximum of one hour unless approved in writing by the Project Manager. Requests to park curbside shall be submitted to the Project Manager at least three (3) working days prior to the planned delivery and/or the request shall be presented at the Work Coordination meetings. Failure to comply with required notification will subject delivery to be prohibited by the Project Manager.

The following procedures shall be followed for approved parking.

1. The Contractor will contact Airport Communications [(512) 530-2242] to advise they are arriving, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
2. The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances shall the Contractor's vehicle operator leave the vehicle prior to security inspection.

Key Access: The Airport Security and ID Office controls all locks and keys for access points. Locks and keys may be issued upon written request using **Core Request** (Attachment 3) or **Key Request** (Attachment 4) forms. The form(s) must be signed by an individual whose signature is on file with the Security and ID Office as authorized to request security items for that organization. Individuals issued a key must have a valid ID badge and be authorized to enter the respective area.

Only "Best Access Systems" keys and cores are approved for installation at ABIA. While the contractor may be permitted to install temporary construction cores in doors, the Security and ID Office shall install all final access door lock cores. If Contractor utilizes DOA provided cores or keys, there will be a penalty of \$100 per cores and \$50 per key for lost items to be deducted from the contract.

Some doors and gates have Intellikey locks installed. If the Contractor requires access to a door(s) or gate(s) with an Intellikey lock, an Intellikey may be issued upon written request using **Intellikey Acknowledgement – Contractor** (Attachment 5). The request must be approved and signed by the Project Manager. Failure to return or loss of an Intellikey will result in a \$100 penalty per key to be deducted from the contract.

1.4 SECURITY IDENTIFICATION BADGE APPLICATION PROCEDURES

Except as noted above, construction workers that are required to work in ABIA Secured Area, Sterile Area or Airport Operations Area shall obtain and prominently display ABIA-issued security ID badges on their person at all times. The DOA Security and ID office is the single point of service for processing security ID badge applications. Contractor should allow 7-10 days for completion of badge processing. Please contact Security and ID at (512) 530-6943 (530-MYID) for all badging inquiries.

The following procedures shall be followed to obtain security ID badges:

1. Project Manager will complete an **Unescorted Access Authorization** form (Attachment 6) for the Contractor Representative(s) who is/are approved for Signatory Authority for the specified project. Project Manager will verify the approved Signatory Authority identification documents are acceptable as listed in the **Personal Information** form (Attachment 8) and advise DOA Security via e-mail of the names. Contractor representative(s) must complete badge application paperwork previously mentioned in this section and successfully complete the Criminal History Records Check (CHRC) and Security Threat Assessment process prior to taking the TSA required Signatory Authority training. Upon successful completion of the training, Contractor representative(s) will complete an **Authorized Signatures** form (Attachment 7). Signatory Authority must verify badge applicants have acceptable identification documents as listed in the **Personal Information** form (Attachment 8) before signing the **Unescorted Authorization** form (Attachment 6).

Sub-contractors who are active participants in the ABIA Experienced Contractor Program, have signatory authority, and their employees already possess security ID badges but seek to do work for another ABIA project, will not need to rebadge employees under the sponsorship of the added prime project contractor.

2. Badge applicant shall complete, sign the **Personal Information Form** (Attachment 8), and present two forms of identification. Acceptable forms of identification are listed on the second page of the form. After completion of badge processing, badge must be obtained within 30 days of fingerprinting.
3. Badge applicant shall read and sign the **Criminal History Records Check/Disqualifying Criminal Offenses** (Attachment 9) statement/form.
4. Badge applicant shall submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).
5. Non-U.S. citizen contractors shall provide governmental proof of work authorization and an ABIA **Documentation Verification Form** (Attachment 10) reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.
6. If escort authority is required, Contractor shall read and sign the **ABIA Escort Procedures Authorization** (Attachment 11) form.
7. Contractor shall attend the ABIA Security Identification Display Area (SIDA) training if accessing the Secured Area or Airport Operations Area. Training is computer based and is approximately 60 minutes in length with an examination at the conclusion which must be passed. Training is available at the Security and ID office during business hours. A Spanish version of SIDA testing is available; Spanish translators during SIDA testing are prohibited. Any training requiring translation in another language must be preapproved by the Airport Security Manager or designee.
8. Prior to badge issuance, the Contractor with signature authority shall coordinate with the Airport Project Manager or designee to determine badge expiration date (one year or less) and the appropriate access profile.
9. Sub-contractor personnel doing work for two or more prime contractors at ABIA obtain a security ID badge for each sub-contract. The employee shall wear **only** the appropriate badge for each contractor when working. Steps 1-8 listed above shall be accomplished for each additional badge required for the employee. **Exception: Employees of sub-contractors that are active participants in the ABIA Experienced Contractor Program are not required to possess multiple badges for each sponsoring prime contractor.**
10. Contractor shall promptly respond to any badge audit information requests. Also, access and/or distribution of active contractor badges during project construction and/or warranty period shall be limited and restricted to personnel approved by the Project Manager and DOA Security.

1.5 OTHER POLICIES

Tools, Materials, and Equipment: Contractor shall abide by Airport Security Program, including tool security requirements noted in the **Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas** (Attachment 11) form. All tools to be used in the Sterile Area must be processed through the loading dock. Contractor shall keep tools and other items not in use in a lockable toolbox (gang box) or in a secured area not accessible to the public. Tools shall not be left unattended in the Sterile Area. An inventory of all tools using **ABIA Tool Inventory List** (Attachment 12) form will be conducted before entering the restricted area and upon exiting.

Contractor must utilize **ABIA Daily Tool Inventory List** (Attachment 13) for any tools that are to be left in the terminal complex overnight. This inventory must remain at the job site, up to date, and readily available for inspection by ABIA/TSA security personnel.

At any time a tool is discovered missing, Airport Communications must be contacted immediately at (512) 530-2242. Airport OPSEC and the Contractor must conduct a search of the last known location and nearby area. The Contractor must complete an incident report regarding the missing tool(s).

Introduction of tools, materials, and equipment into the Secured / Sterile Areas, AOA, and SIDA must be coordinated through the Project Manager.

Vehicle Registration and Driver's Training: If the work requires un-escorted vehicular access in the Secured Area or Airport Operations Area (AOA), Contractor shall complete and submit **ABIA Vehicle Registration LOGO Form** (Attachment 14) for each vehicle, present proof of required insurance, and submit a picture of the company vehicle logo in a .jpeg format to the Project Manager. Proposed vehicle drivers must attend airport driver's training. Training is computer based and may be taken in conjunction with the SIDA training previously mentioned. Airport Driver's training is approximately one hour in length with an examination at the conclusion which must be passed. Training is available at the Security and ID office during business hours. Contact Airport Operations [(512) 530-7550] for more information regarding driver's training.

Security at Construction Site: Contractors, or any other non-Airport personnel, having authorized Secured Area/AOA access and having been assigned a Secured Area/AOA access point for their temporary use shall maintain positive control of the access point by the use of off-duty ABIA Security personnel or employees of a private security firm approved by the Director, designee, or Transportation Security Administration (TSA). As approved by the Project Manager, Contractor shall contact the DOA Business Development Section [(512) 530-7507] for escort fees, scheduling and additional information. Minimum hourly charge to contractors for required access control services shall be \$35 per hour.

Contractor will conduct a security briefing with personnel assigned to the access point each day with signatures by the Contractor and security personnel signifying a clear understanding of security procedures required. Contents of the briefing will be determined during the construction project meeting and copies of the previous week's daily briefing will be provided to the Project Manager.

Temporary Wall/Door/Lock/Fence/Gate: If temporary modification to current access control methods are required to the Sterile Area, Secured Area and/or Air Operations Area, the Contractor shall comply with the following procedures as stated in Title 49 CFR Part 1542.105: *"The request for an amendment must be filed with the designated official at least 45 days before the date it proposes for the amendment to become effective, unless a shorter period is allowed by the designated official. Within 30 days after receiving a proposed amendment, the designated official, in writing, either approves or denies the request to amend."* For purposes of this section, the request shall be made to the Project Manager who will forward it to the Security and ID office. An example may be the installation of a temporary gate somewhere along the AOA fence line.

Security ID Badge Control: Contractor must conduct a monthly badge audit with Owner to ensure all active badge holders are still employed. Security and ID Office will provide Active Badge List to the Project Manager on the 1st working day of the month. Audit findings must be returned to Security and ID no later than the 15th of the month.

Contractor must return badges of Subcontractors to the DOA Security and ID office within three (3) working days of the subcontractors work completion. Contractor shall immediately notify Airport Communications [(512) 530-2677] when aware an individual's access authority has been revoked or limited for adverse reasons or termination of employment.

Loss of security items: Loss of any security-related item is a serious incident. All losses will be reported immediately to the Airport Communications [(512) 530-2242]. The Airport Security Coordinator or representative must approve replacement of any lost security item. Loss or failure to return a security

access badge will result in a \$500.00 per badge penalty to be deducted from the contract. Contractor is responsible for replacement costs and any other penalties associated with lost security items.

Federal Aviation Administration (FAA)/ Transportation Security Administration (TSA) Imposed Penalties

FAA or the Department of Homeland Security may impose civil penalties to individuals, companies, and the airport for safety or security violations. Maximum penalties assessed against an individual can be \$50,000 and companies \$400,000. Pursuant with City contract provisions and City of Austin ordinances, Contractor shall be responsible for payment of any civil penalties assessed against the Contractor or Owner due to safety/security program violations committed by the Contractor.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01555

ATTACHMENTS:

- # 1 - ABIA Escort Procedures and Authorization
- # 2 - Special Escort Notification form
- # 3 - Core Request form
- # 4 - Key Request form
- # 5 - Intellikey Acknowledgement Form - Contractor
- # 6 - Unescorted Access Authorization form
- # 7 - Authorized Signatures
- # 8 - Personal Information form
- # 9 - Criminal History Records Check/Disqualifying Criminal Offenses statement/form
- # 10 - Document Verification form
- # 11 - Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas form
- # 12 - ABIA Tool Inventory List
- # 13 - ABIA Daily Tool Inventory List
- # 14 - ABIA Vehicle Registration LOGO form



ABIA ESCORT PROCEDURES AUTHORIZATION FORM

Escort Procedures

SD 1542-06-01D Compliance and Procedures for authorized escorts; please read carefully as you will be ultimately responsible for the following procedures conducted as per TSA (Transportation Security Administration) CFR 1542. Failure to comply could result in Criminal and/or Civil penalties for non-compliance, as well as denial or revocations of access media (badge).

Escort

To accompany or monitor the activities of an individual who does not have unescorted access authority into or within a Sterile, Secured Area or SIDA, and/or Air Operations Area (AOA).

While in the SIDA, each person, unless under escort, is required to continuously display an AUS approved identification media. Identification must be displayed above the waist on the outermost garment at all times. All employees are required to challenge individuals who are not in compliance with the display requirements.

A. Escort Procedures:

1. Each person acting as an escort must inform all individual(s) being escorted that they are in a security area of the airport and all security rules and regulations must be followed. The escort is required to be able to, at all times until the escorted individual has left the security area, physically control the escorted individual(s)' movement when escorted in the Secured Area and visually control the escorted individual(s) movement when escorted in the AOA and Sterile Area. Only individuals with current unescorted access authority are permitted to escort. Those who have authority to escort will have the designated silver background with **(AUS)** Sticker which gives them the authority to escort. Unless otherwise exempt the maximum number of individuals who can be escorted is three (3).
2. Any escorted persons engaged in activities other than those for which the escorted access was granted shall be challenged to the validity of the action. When necessary, the person shall be removed from the escorted area. When deemed necessary to have assistance to remove escorted persons from the area, **Law Enforcement Personnel (LEP) will be contacted through Airport Communications at (512) 530-ABIA (2242).**

3. Individuals escorted into a sterile area, who have not been cleared at the screening checkpoint, must remain under escort until they exit the area. The escort will remain within a distance of individual(s) under escort so that positive control over the individual(s) actions is maintained.
4. No individual who has been issued an active AUS identification media/ID may be escorted; i.e., left badge at home, or is not in possession of media/id. An individual whose badge is suspended or expired may not be escorted.
5. Unless otherwise exempt from this process, **before conducting an escort you must contact (by fax [(512)530-7676] or telephone) Airport Communications (512) 530-2242** who will verify your authority to escort. Airport Communications will record the date and time of contact. Failure to do so could result in the revocation of escorting privileges. You will provide Airport Communications with the following information:
 - a. The names and date of birth of all individuals being escorted (3 maximum).
 - b. Estimated length of time the escort will be conducted.
 - c. Approximate location of the escort.
 - d. Reason for the escort.

You may also check-in with the Security Officer located at the following locations in lieu of contacting Communications when these posts are manned by Security Officers. These locations are the loading dock, E110 and Check Point Charlie W-123). If the loading dock or E110 are closed you will need to contact Communications.

Exemptions:

A ***“Special Escort Notification Form”*** may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis and must be discussed and requested with the Project Manager at the Weekly Coordination Meeting. Completion and submission of the form and ***prior approval*** from the ASC or ASC’s designee must be received before conducting the escort. To ensure prompt approval requests must be made at least three (3) working days in advance to allow for this exemption. In an emergency situation with less than three (3) working days notice is available; submit a fax to Airport Communications at (512) 530-7676. Approval **must** be obtained before conducting the escort.

Cargo and Belly Freight Operators, while providing escorts in their facilities and their adjoining fenced in areas at Gates W125 /W130 (Belly Freight), are **only exempt** from the notification process. Proper escorts must be conducted at all times while in the SIDA. Belly freight and fuel farm operators may make

notification of an escort through the Security Officer Booth located near W123.

Fuel Farm Operators, while providing escorts in their facilities and their adjoining fenced in areas, are **only exempt** from the notification process. Proper escorts must be conducted at all times while in the SIDA. Fuel Farm Operators may make notification through the Security Officer Booth located near W123.

EMS, ARFF, AFD, Security Officers, Airside Operations, OPSEC, TSA and Law Enforcement Personnel are exempt from notification process and 3 person limitations.

ID Display:

All persons within, or attempting to gain access to the SIDA of the Airport, who are not under escort, shall display on their person, at all times while in the SIDA, an identification badge issued or approved by the Airport. The identification badge must be displayed with the photo visible to the front, readily visible between the neck and waist on the outermost garment.

Challenge

The act of attempting to ascertain the authority or purpose of an unescorted person, not wearing or properly displaying airport issued/approved identification, to access or remain in the SIDA of the airport, by directly requesting such person to display airport issued/approved identification.

Secured Area

A portion of an airport, specified in the ***Airport Security Program***, in which certain security measures specified in Part 1542 of 49 CFR Chapter XII are carried out. This area is where aircraft operators and foreign air carriers that have a security program under Part 1544 or 1546 of 49 CFR Chapter XII enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA)

A portion of an airport, specified in the ***Airport Security Program***, in which security measures specified in Part 1542 are carried out. This area includes the Secured Area and may include other areas of the airport.

Sterile Area

A portion of an airport defined in the ***Airport Security Program*** that provides passengers access to boarding aircraft and to which the access generally is controlled by TSA, or by an aircraft operator under Part 1544 of

49 CFR Chapter XII or a foreign air carrier under Part 1546 of 49 CFR Chapter XII, through the screening of persons and property.

I have read and understand the Approved Escort Procedures for AUS:

Company : _____

Employee : _____

Employee Badge: : _____

Signature : _____

Date : _____

Signatory Authority : _____

Badge Number : _____

Printed Name : _____

As Signatory Authority you are verifying the above person who is being granted SIDA or sterile area escort authority has a legitimate business need for such authority to conduct their duties at Austin-Bergstrom International Airport.

The Airport Operator via the Airport Security Coordinator or designee has the ultimate right to refuse escort authority to anyone who is found to abuse such authority or is found not in compliance.

Special Event Notification Form

A “**Special Event Notification Form**” may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis. Completion and submission of the form and **prior approval** from the ASC or ASC’s designee must be received before conducting the escort. To ensure prompt approval completed forms should be faxed to (512) 530-7530 at least 72 hours in advance to allow for this exemption. In an emergency situation with less than 72 hours notice is available; submit the fax to Airport Communications at (512) 530-7676. Approval **must** be obtained before conducting the escort.

- Names and date of birth of all individuals being escorted.
- Estimated length of time the escort will be conducted.
- Approximate location of the escort.
- Reason for the escort.

Authorized Escort Name, Badge Number and Employer:

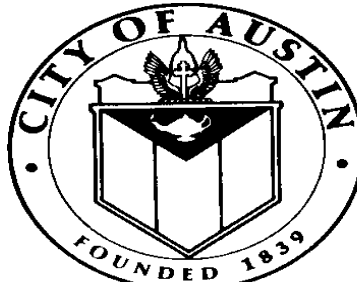
Name: _____
 Badge Number: _____
 Employer: _____

[illegible]



Austin-Bergstrom International Airport
Cores

TO: Security and ID Office Aviation Department	FROM: (Sponsor)										
<p>A. Request the following person to be issued an airport security key indicated.</p> <p>1. Name: (Last) _____ (First) _____ (Middle) _____ Badge # _____ Expires: _____</p> <p>2. Key (check as appropriate) <input type="checkbox"/> Building Doors _____ <input type="checkbox"/> Perimeter Fence Gates _____ <input type="checkbox"/> Other _____</p> <p>3. Method of Payment: <input type="checkbox"/> User Fee <input type="checkbox"/> Cash/ Check <input type="checkbox"/> Charge <input type="checkbox"/> N/A</p> <p>I am authorized to request issue of security items (signature on file with the Security and ID office.</p> <p>Signature: _____ Badge #: _____ Date: _____</p>											
<p>B. Verification: <input type="checkbox"/> Requestor's Signature <input type="checkbox"/> Recipient's Badge Number</p> <p>Signature: _____ Badge #: _____ Date: _____</p> <p>C. Received items listed in A-2 as follows:</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%;">Core ID: _____</td><td style="width: 50%;">Amount: _____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></table> <p>Signature: _____ Badge # _____ Date: _____</p> <p>D. Core Revocation:</p> <p>Core(s) <input type="checkbox"/> Lost <input type="checkbox"/> Returned</p> <p>Penalty deducted from contract for lost or damaged core \$ _____</p> <p>Signature: _____ Badge #: _____ Date: _____</p>		Core ID: _____	Amount: _____	_____	_____	_____	_____	_____	_____	_____	_____
Core ID: _____	Amount: _____										
_____	_____										
_____	_____										
_____	_____										
_____	_____										



Austin-Bergstrom International Airport
Key Issue

TO: Security and ID Office Aviation Department	FROM: (Sponsor)															
<p>A. Request the following person to be issued an airport security key indicated.</p> <p>1. Name: (Last) _____ (First) _____ (Middle) _____ Badge # _____ Expires: _____</p> <p>2. Key (check as appropriate) <input type="checkbox"/> Building Doors _____ <input type="checkbox"/> Perimeter Fence Gates _____ <input type="checkbox"/> Other _____</p> <p>3. Method of Payment: <input type="checkbox"/> User Fee <input type="checkbox"/> Cash/ Check <input type="checkbox"/> Charge <input type="checkbox"/> N/A</p> <p>I am authorized to request issue of AOA/SIDA items (signature on file with the Security and ID office) and I certify that necessary procedures have been established to control the items.</p> <p>Signature: _____ Badge #: _____ Date: _____</p>																
<p>B. Verification: <input type="checkbox"/> Requestor's Signature <input type="checkbox"/> Recipient's Badge Number</p> <p>Signature: _____ Badge #: _____ Date: _____</p>																
<p>C. Received items listed in A-3 as follows:</p> <table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 33%;">Key ID: _____</th><th style="width: 33%;">Amount: _____</th><th style="width: 33%;">Serial Number: _____</th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table> <p>Signature: _____ Badge # _____ Date: _____</p>		Key ID: _____	Amount: _____	Serial Number: _____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Key ID: _____	Amount: _____	Serial Number: _____														
_____	_____	_____														
_____	_____	_____														
_____	_____	_____														
_____	_____	_____														
<p>D. Key Revocation:</p> <p>Key(s) <input type="checkbox"/> Lost <input type="checkbox"/> Returned <input type="checkbox"/> Destroyed</p> <p>Signature: _____ Badge #: _____ Date: _____</p>																
<p>E. Penalty Deducted from Contract:</p> <p>Received Total of \$ _____</p> <p>Signature: _____ Badge #: _____ Date: _____</p>																



Intellikey Acceptance Acknowledgement

I, _____, ABIA SIDA badge #_____ acknowledge receipt of an INTELLIKEY.
I understand the security system of ABIA will be compromised if the key is lost and agree to the following terms as conditions for acceptance:

- Control of the Intellikey must be maintained at all times.
- Intellikey will be kept in a secure location while not on ABIA property.
- Intellikey will be used for the performance of contracted job responsibilities and will not be used for any other purpose.
- The Security and ID Office (Airport Communications, after hours) must be notified immediately if an Intellikey is lost or stolen. Failure to immediately make the proper notifications of a lost Intellikey can result in a suspension of Airport ID/Access privileges.
- If an Intellikey is lost, the replacement cost will be \$100.00. Any subsequent losses will result in an additional deposit and possible non-issuance of an Intellikey.
- Intellikey must be “refreshed” within the established ABIA timeline to remain valid.

I have read the above requirements and understand the contents.

Signature

Date

The above individual is approved for issuance of an Intellikey.

Project Manager- P & E
Austin Bergstrom International Airport

June 5, 2013



UNESCORTED ACCESS AUTHORIZATION FORM

Print legibly or type. Incomplete or illegible forms will not be processed

MUST BE COMPLETED IN BLUE INK

Employee's Last Name ↑	First Name ↑	Full Middle Name ↑

I request the following items/services for the above listed employee:

- ☐ New Employee Badge
- ☐ Renewal of Employee Badge
- ☐ Replacement of Lost/Stolen Badge
- ☐ Replacement of Expired Badge
- ☐ Fingerprints
- ☐ Security Threat Assessment

The items/services will be paid for in the manner indicated below (check one):

- ☐ Employee will pay (cash, check, VISA or MasterCard)
- ☐ Company will pay (cash, check, VISA or MasterCard)
- ☐ Bill this company (limited to select tenants)
- ☐ No Charge (Government Employees)

This employee will need the following type of badge (check all that apply):

- ☐ **(Green)** Sterile Area + AOA + Secured Area (Ramp)
- ☐ **(Orange)** Sterile and Restricted Area within Terminal
- ☐ **(Yellow)** Cargo Ramp and Maintenance Ramp only
- ☐ **(Blue)** T-Hangers Access Only
- ☐ **(White)** ID only – No Access

Other notes regarding this employee's access:

PLEASE INITIAL: Ramp Driving ____ Escort ____ Runway/Taxiway ____ LEP ____
--

By signing below I indicate that my signature is on file with the Security and ID Office and I am authorized to request security items as required by Transportation Security Administration Regulation 49 CFR 1542.209 or 49 CFR 1544.229.

I certify that I have inspected the identification documents of the person named above and they are acceptable forms of identification as listed on the second page of the Security and ID Personnel Information Form. I understand my Signatory Authority may be revoked for failure to inspect and verify the required identification documents.

ID's Checked: #1 _____ Exp Date: _____ #2: _____ Exp Date: _____

PRINT AUTHORIZER'S NAME

AUTHORIZER'S SIGNATURE

COMPANY NAME

AUTHORIZER'S PHONE

SPONSOR COMPANY

DATE (IN MM/DD/YYYY FORMAT)

Austin-Bergstrom International Airport

AUTHORIZED SIGNATURES*Blue ink only*

	Dept/Company Name →	
---	----------------------------	--

DEPARTMENT HEAD YES _____ NO _____

As the owner, manager, chief executive officer, or person otherwise in charge and in accordance with the Austin Bergstrom International Airport Security Program, I authorize the following persons besides myself, employees of my company/organization, to sign requests for AOA, SIDA and other restricted area access authorizations and related security items. This form invalidates and replaces all previous authorization forms for my company/organization. All contact phone numbers are correct as of the date of this form. I am the only individual with my company/organization that is authorized to add or remove names on this authorization form.

SIGNATORY AUTHORITY

PRINT NAME

BADGE NUMBER

BUSINESS TELEPHONE

ALTERNATE TELEPHONE

E-MAIL ADDRESS

**I CERTIFY THAT I HAVE RECEIVED TRAINING IN AND UNDERSTAND
THE DUTIES AND RESPONSIBILTIES OF AN AUTHORIZED SIGNER**

SIGNATURE

DATE



SECURITY AND ID PERSONAL INFORMATION FORM

*****Illegible Forms will not be Accepted*****

Badge # _____

EMPLOYER INFORMATION

Sponsor Company

Contract Company

PERSONAL INFORMATION

Last Name

First Name (Full)

Middle Name (Full)

Nickname/Alias

Home Address

City

State

Zip

GENDER: (circle one) Male Female ETHNICITY: White Black Hispanic Asian Other: _____

EYE COLOR: Black Blue Brown Gray Green Hazel Other: _____

HAIR COLOR: Black Blonde Brown Gray Red White Bald Other: _____

DATE OF BIRTH: _____ HEIGHT: _____ WEIGHT: _____

STATE OF BIRTH (or Foreign Country): _____ COUNTRY OF CITIZENSHIP: _____

SOCIAL SECURITY # _____ DRIVERS LICENSE # _____ STATE _____

PASSPORT # _____ PASSPORT COUNTRY: _____

ALIEN REGISTRATION # (if applicable) _____

NON IMMIGRANT VISA # (if applicable) _____

WORK PHONE # _____ HOME PHONE # _____ ALT PHONE # _____

E-MAIL ADDRESS _____

The information I have provided is true and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement can be punishable by fine or imprisonment or both. (See Section 1001 of Title 18 of the United States Code)

Signature: _____ Date: _____

I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Office of Transportation Threat Assessment and Credentialing (TTAC), Attention: Aviation Programs (TSA-19)/Aviation Worker Program, 601 South 12th Street, Arlington, Va. 20598.

I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

Signature: _____ Date of Birth: _____

SSN and Printed Full Name: _____



SECURITY AND ID PERSONAL INFORMATION FORM

Badge Applicant's Name Last _____ First _____ Middle _____

**LIST OF ACCEPTABLE DOCUMENTS ---ONE OF WHICH MUST BE A PHOTO ID
ONE FORM OF ID FROM LIST A & B, OR ONE FROM LIST A & C, OR ONE FROM LIST B & C
All documents must be UNEXPIRED**

LIST A	LIST B	LIST C
<ol style="list-style-type: none">1. U.S. Passport or U.S. Passport Card2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa4. Employment Authorization Document that contains a photograph (Form I-766)5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:<ol style="list-style-type: none">a. Foreign passport; andb. Form I-94 or Form I 94-A that has the following:<ol style="list-style-type: none">1) The same name as the passport; and2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI.	<ol style="list-style-type: none">1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address2. ID card issued by federal, state, or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address3. School ID card with a photograph4. Voter's registration card5. U.S. Military card or draft record6. Military dependent's ID card7. U.S. Coast Guard Merchant Mariner Card8. Native American tribal document9. Driver's license issued by a Canadian government authority <p>For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none">10. School record or report card11. Clinic, doctor, or hospital record12. Day-care or nursery school record	<ol style="list-style-type: none">1. A Social Security Account Number card unless the card includes one of the following restrictions<ol style="list-style-type: none">1) NOT VALID FOR EMPLOYMENT2) VALID FOR WORK ONLY WITH INS AUTHORIZATION3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION2. Certification of Birth Abroad issued by the Department of State (Form FS-545)3. Certification of Report of Birth issued by the Department of State (Form DS-1350)4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal5. Native American tribal document6. U.S. Citizen ID Card (Form I-197)7. Identification Card for Use of Resident Citizen in the United States (Form I-179)8. Employment authorization document issued by the Department of Homeland Security

ADDITIONAL DOCUMENT REQUIREMENTS

A. Individuals who are not U.S. citizens must provide:

1. Alien Registration Number; **or**
2. I-94 Arrival/Departure Number

B. Individuals who hold a non-immigrant Visa must provide it.

C. Individuals who are U.S. citizens born abroad or naturalized U.S. citizens must provide:

1. U.S. passport (List A); **or**
2. Certificate of Naturalization ; **or**
3. Certification of Birth Abroad, Form DS-1350 (List C)

*****SECTION BELOW TO BE COMPLETED BY SECURITY AND ID OFFICE PERSONNEL USE ONLY*****

Documents verified by (Signature of Trusted Agent)

Date

Badge issued by (Signature of Trusted Agent)

Date



Criminal History Records Check Disqualifying Criminal Offenses

An individual has a disqualifying offense if the individual has been convicted of, or found not guilty of by reason of insanity, any of the disqualifying crimes listed in this paragraph in any jurisdiction a minimum of 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:

		Yes	No
1	Forgery of certificates, false marking of aircraft, and other aircraft registration violations in violation of 49 U.S.C. 46306.	<input type="checkbox"/>	<input type="checkbox"/>
2	Interference with air navigation in violation of 49 U.S.C. 46308.	<input type="checkbox"/>	<input type="checkbox"/>
3	Improper transportation of hazardous material in violation of 49 U.S.C. 46312.	<input type="checkbox"/>	<input type="checkbox"/>
4	Aircraft piracy in violation of 49 U.S.C. 46502.	<input type="checkbox"/>	<input type="checkbox"/>
5	Interference with flight crew member or flight attendants in violation of 49 U.S.C. 46504	<input type="checkbox"/>	<input type="checkbox"/>
6	Commission of certain crimes aboard aircraft in flight in violation of 49 U.S.C. 46506.	<input type="checkbox"/>	<input type="checkbox"/>
7	Carrying a weapon or explosive aboard aircraft in violation of 49 U.S.C. 46505.	<input type="checkbox"/>	<input type="checkbox"/>
8	Conveying false information and threats in violation of 49 U.S.C. 46507.	<input type="checkbox"/>	<input type="checkbox"/>
9	Aircraft piracy outside the special aircraft jurisdiction of the United States in violation of 49 U.S.C. 46502(b).	<input type="checkbox"/>	<input type="checkbox"/>
10	Lighting violations involving transporting controlled substances in violation of 49 U.S.C. 46315.	<input type="checkbox"/>	<input type="checkbox"/>
11	Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements in violation of 49 U.S.C. 46314.	<input type="checkbox"/>	<input type="checkbox"/>
12	Destruction of an aircraft facility in violation of 18 U.S.C. 32.	<input type="checkbox"/>	<input type="checkbox"/>
13	Murder.	<input type="checkbox"/>	<input type="checkbox"/>
14	Assault with intent to murder.	<input type="checkbox"/>	<input type="checkbox"/>
15	Espionage.	<input type="checkbox"/>	<input type="checkbox"/>
16	Sedition.	<input type="checkbox"/>	<input type="checkbox"/>
17	Kidnapping or hostage taking.	<input type="checkbox"/>	<input type="checkbox"/>
18	Treason.	<input type="checkbox"/>	<input type="checkbox"/>
19	Rape or aggravated sexual abuse.	<input type="checkbox"/>	<input type="checkbox"/>
20	Unlawful possession, use, sale, distribution, manufacture of an explosive or weapon.	<input type="checkbox"/>	<input type="checkbox"/>
21	Extortion.	<input type="checkbox"/>	<input type="checkbox"/>
22	Armed or felony unarmed robbery.	<input type="checkbox"/>	<input type="checkbox"/>
23	Distribution of, or intent to distribute, a controlled substance.	<input type="checkbox"/>	<input type="checkbox"/>
24	Felony arson.	<input type="checkbox"/>	<input type="checkbox"/>
25	Felony involving a threat.	<input type="checkbox"/>	<input type="checkbox"/>
26	Felony involving willful destruction of property.	<input type="checkbox"/>	<input type="checkbox"/>
27	Felony involving importation or manufacture of a controlled substance.	<input type="checkbox"/>	<input type="checkbox"/>
28	Felony involving burglary.	<input type="checkbox"/>	<input type="checkbox"/>
29	Felony involving theft.	<input type="checkbox"/>	<input type="checkbox"/>
30	Felony involving dishonesty, fraud, or misrepresentation.	<input type="checkbox"/>	<input type="checkbox"/>
31	Felony involving possession or distribution of stolen property.	<input type="checkbox"/>	<input type="checkbox"/>
32	Felony involving aggravated assault.	<input type="checkbox"/>	<input type="checkbox"/>
33	Felony involving bribery.	<input type="checkbox"/>	<input type="checkbox"/>
34	Felony involving illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.	<input type="checkbox"/>	<input type="checkbox"/>
35	Felony involving violence at international airports in violation of 18 U.S.C. 37.	<input type="checkbox"/>	<input type="checkbox"/>
36	Conspiracy or attempt to commit any of the criminal acts listed on this page.	<input type="checkbox"/>	<input type="checkbox"/>

By signing below I certify that I do not have any of the above listed disqualifying criminal offenses.

Also signing below indicates my understanding that I have a continuing obligation under Title 49, CFR, Parts 1542.209 and 1544.229 to disclose to the airport operator within 24 hours if I plead guilty or nolo contendere ("no contest") to, have an adjudication withheld, have been convicted or found not guilty by reason of insanity to any of the disqualifying crimes listed on this application or the federal security regulations.

Also signing below indicates the information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)

PRINT NAME

SIGNATURE

DATE



ABIA INS DOCUMENTATION VERIFICATION FORM

**Verification of U.S. Department of Justice – Immigration and Naturalization Service Issued
Resident Alien – Permanent Resident – Work Authorization – Photo Identification**

Last Name ↑

First Name ↑

Middle Name ↑

Citizenship ↑

Date of Birth ↑

Social Security Number ↑

SECTION BELOW TO BE COMPLETED BY US CUSTOMS & BORDER PROTECTION PERSONNEL

Verified By ↑

Agency Name ↑

Date ↑

AUSTIN BERGSTROM INTERNATIONAL AIRPORT**Acknowledgement of Responsibility****Prohibited items and Tools in Terminal Concourses and Sterile Areas**

Due to heightened security, the Transportation Security Administration (TSA) has required that no items identified in the TSA “Prohibited items List” be allowed in the terminal concourses and sterile areas of the airport. This prohibition includes all pocketknives, carpet knives, and other folding or retractable blades, regardless of blade length or composition. The prohibition also includes sabers, swords, hunting knives, martial arts devices, ice picks, straight razors, and elongated scissors, or any tool with a sharp blade that could be utilized as a weapon or cutting tool. This list is not comprehensive, and common sense should always prevail. A current copy of the TSA “Prohibited items” may be obtained at www.TSA.gov or by calling the Security Badging office at (512) 530-6943.

The TSA acknowledges the need to allow for maintenance in the concourse areas, and therefore some exceptions have been made. Personnel requiring the use of tools and other prohibited items to perform essential job functions may do so if the following conditions are met.

- The individual accepts responsibility to keep all tools and prohibited items within his/her immediate span or control so that no unauthorized person is able to access them.
- All tools are to be transported in a secure bag or toolbox so they are inaccessible to passengers at all times (no tool belts).
- Tools will be used discretely, stored immediately, and secured and locked whenever possible.
- All personnel requesting unescorted access shall be required to sign this Acknowledgement of Responsibility form at the time they are badged. Extra forms are available in the security badging Office.
- Unbadged personnel requiring the use of tools in the sterile areas must be under continuous escort of a badged employee. **The badged employee providing the escort will be held fully responsible for ensuring compliance with these rules.**
- **Unbadged persons and their tools must be processed through TSA Passenger Security Checkpoint # 2. In addition, they must be under escort at all times.** Badged personnel must deliver their tools to the Loading Dock, return to the terminal, enter the sterile area through a TSA passenger security checkpoint and return to the Loading Dock through the service corridor. An inventory of the tools will be conducted at the Loading Dock upon entering and exiting the restricted area. Please contact an Airport Security Coordinator or Operations Construction Project Coordinator.

All unattended tools found in the Sterile Areas will be confiscated by the Department of Aviation, and the employees badge may be suspended or revoked. Personnel not complying with these procedures may be issued a notice of Violation (NOV) and/or be subject to TSA sanctions.

Your signature below indicates that you fully understand and accept the responsibilities outlined in this acknowledgment of responsibility.

SIGNATURE-----
PRINT NAME-----
COMPANY-----
DATE

ABIA TOOL INVENTORY LIST

PROJECT NAME: _____

CONTRACTOR NAME: _____

DATE	TIME		TOOL DESCRIPTION	CLASS		QTY	
	IN	OUT		A	B	IN	OUT

Inventory Prepared By: _____

SGTO In Checker _____/DATE

SGTO Out Checker _____/DATE

ABIA DAILY INVENTORY LIST

PROJECT NAME: _____

CONTRACTOR NAME: _____

Date	Time	Remarks	OPSEC	
			Notified	Initials
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	

AIRPORT COMMUNICATIONS # (512) 530-2242

June 5, 2013



Austin-Bergstrom International Airport
Vehicle Registration LOGO

TO: Security and ID Office Aviation Department	FROM: (Sponsor)
<p>A. Request AOA access authorization and registration for the following vehicle:</p> <p>1. Name: (Last) _____ (First) _____ (Middle) _____ Badge # _____ Expires: _____ Insurance Company: _____</p> <p>2. Vehicle: _____ Model: _____ Color: _____ Year: _____ License Plate: _____ State: _____</p> <p>3. Required AOA/SIDA Clearance: <input type="checkbox"/> Main Terminal Ramp <input type="checkbox"/> RCCF <input type="checkbox"/> Fuel Facility <input type="checkbox"/> Runways and Taxiways <input type="checkbox"/> Maintenance Ramp <input type="checkbox"/> Cargo Ramp</p> <p>4. Vehicle Identified by: <input type="checkbox"/> Company Logo</p> <p>I am authorized to request AOA/SIDA and restricted area access issuance of security related items (signature on file with the Security and ID office and certify that the operation of this vehicle on the AOA/SIDA is necessary and in conjunction with official business. The persons who will be operating this vehicle have been briefed on the Airport Security Program and operating procedures for the AOA/SIDA.</p> <p>Signature: _____ Badge #: _____ Date: _____ DOA Project Manager</p> <p>Signature: _____ Badge #: _____ Date: _____</p>	
<p>B. Verification: <input type="checkbox"/> Requestor's Signature <input type="checkbox"/> Recipient's Badge Number <input type="checkbox"/> Proof of Insurance</p> <p>Signature: _____ Badge #: _____ Date: _____ DOA Project Coordinator</p>	
<p>C. I understand the security requirements and my responsibilities under the Airport Security Program relating to Authorization for my access and operating procedures on the AOA/SIDA. I accept these responsibilities and agree to comply with requirements of the Airport Security Program and safeguard my TOPCAP/LOGO to prevent unauthorized use.</p> <p>Signature: _____ Badge # _____ Date: _____</p>	
<p>D. LOGO Revocation::</p> <p>Signature: _____ Badge #: _____ Date: _____ Department of Aviation</p>	

City of Austin

Section 0500 Scope of Work

ABIA Security System Software Maintenance and Support Services

IFB SMW0213

City of Austin Aviation Department is seeking services from a single certified Identiv (Hirsch), Milestone Xprotect Enterprise, and Genetec Dealer for a one (1) year contract for a software maintenance service and support agreement with four (4) one year extension options. This contract will be awarded to a single Bidder offering all services required. Because of security requirements, all work under this contract must be completed by a single Prime contractor, subcontracting is not permitted.

Support shall include software maintenance agreements, database maintenance, preventative maintenance, software licenses, on-site training, systems monitoring, and troubleshooting to ensure all severity levels are met for the following:

- No Fly List Report
- TSA Threat Assessment Report
- Intellikey/Quantum interface
- Intellikey hardware and software
- EasyLobby Software and Identiv (Hirsch) integration
- Milestone Xprotect Enterprise software
- Identiv (Hirsch) SDK integration code with Genetec Security Center
- Identiv (Hirsch) Velocity Software
- Genetec Security Center Software
- BriefCam Syndex EP+ software (including Genetec integration and license)
- Database & Preventative maintenance for Identiv (Hirsch) Velocity and Genetec Security Center

- Once a year on-site factory certified instructor led training for Identiv (Hirsch) Velocity Dealer and Velocity Installation courses
- Once a year on-site factory certified instructor led training for Genetec Security Center administrator courses

All products and solutions shall meet or exceed the standard requirements, support services shall be provided through a combination of an onsite technician and offsite support as necessary. If additional technicians are required to provide support in a timely manner the vendor shall provide them at no additional charge. If the nature of the work requires additional resources over and above non business hours the vendor shall provide pricing accordingly.

The City of Austin Aviation Department has installed the Identiv (Hirsch) Velocity Access Control System Version 3.5, Milestone Xprotect Enterprise, BriefCam Syndex EP+, and Genetec Security Center Version 5.2. Associated components include:

- No Fly List Report – 1 license
- TSA Threat Assessment Report – 1 license
- IntelliKey/Quantum interface – 1 license
- Hirsch SDK integration code with Genetec Security Center Version 5.2
- BriefCam integration with Genetec Security Center Version 5.2

The City of Austin has purchased a software license for No Fly List Report, TSA Threat Assessment Report, IntelliKey/Quantum interface; which will expire in 565 calendar days from 11/1/2014.

Austin-Bergstrom International Airport normal business hours are Monday-Friday 8am to 5pm, excluding city holidays.

A. Software maintenance report requirements

- i. Telephone and/or e-mail support response.
 1. Vendor shall provide support for problem resolution twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. Vendor shall provide a toll-free telephone number accessible 24/7 to a live person competent with providing support quickly and efficiently to problem resolution. **NO**

EXTERNAL REMOTE CONNECTIVITY WILL BE ALLOWED.

Vendor shall meet the severity levels listed below.

2. Support calls will be submitted utilizing the follow severity definitions. Definitions are listed below:

	Severity Definition
Severity 1	Critical Impact/System Down: Critical software component is inoperable or critical interface has failed. This indicates you are unable to use the Program resulting in a critical impact on operations. This condition requires an immediate solution.
Severity 2	Significant Impact: A software component is severely restricted in its use causing significant business impact. This indicates the Program is usable but is severely limited.
Severity 3	Moderate Impact: A noncritical software component is malfunctioning, causing moderate business impact. This indicates the Program is usable with less significant features.
Severity 4	Minimal Impact: A noncritical software component is malfunctioning, causing minimal impact; or, a nontechnical request is made.

3. Support calls shall comply with the following response times based on severity level reported:

Severity Level	Impact	Response Goal
Severity 1	Critical business impact	Acknowledge request within fifteen minutes (15) via email or phone. On-site support within one (1) hour or if requested.
Severity 2	Significant business impact	Acknowledge request with in thirty minutes

		(30) via email or phone. On-site support within one (1) hour or if requested.
Severity 3	Some business impact	Acknowledge request with in thirty minutes (30) via email or phone. On-site support within two (2) hours or if requested.
Severity 4	Minimal business impact	Acknowledge request within one hour (1) via email or phone. On-site support within two (24) hours if requested.

4. Time to resolve issues will be as follows:

Severity Level	Impact	Resolution
Severity 1	Critical business impact	Resolve issue within four (4) hours
Severity 2	Significant business impact	Resolve issue within four (4) hours
Severity 3	Some business impact	Resolve issue within twelve (12) hours
Severity 4	Minimal business impact	Resolve issue within next business day.

ii. Escalation Procedures

1. Vendor shall provide an escalation list of upper management to enable problem resolution in the event problems are not resolved according to ABIA requirements.

iii. Preventative maintenance and performance monitoring

1. Hirsch Professional Services Group and Genetec Professional Services Group shall perform quarterly, 3 day maintenance visits at customer site for Austin-Bergstrom International Airport. Preventative maintenance and performance monitoring events will be scheduled with ABIA's Security System owners' five (5) working days in advanced. The Aviation Department has the right to cancel a scheduled event due to the Aviation Department's business needs. Vendor shall provide a report for all of the preventative maintenance completed each time. The reports shall be submitted via an electronic document for archival purposes. The electronic document format will have to be approved by the ABIA Security System owner. Preventative maintenance tasks shall be coordinated with the Department of Aviation to ensure no service disruption occurs.
 - Perform preventative maintenance SQL tasks based on Microsoft best practices.
 - Test Redundancy and Failover performance to ensure no service disruption.
 - Check Identive (Velocity)/Genetec (Security Center) logs for error messages; troubleshoot and repair as required.
 - Archive Alarm/Event Logs
 - Remove physical and logical fragmentation from indexes
 - Remove extra space from data and log files
 - Troubleshoot (when necessary) customized Identiv (Hirsch) Velocity reports

- Software updates, patches or bug fixes, specific to Austin-Bergstrom International Airport, shall be provided, tested and installed at no additional costs.
- No software updates, patches or bug fixes shall be performed without prior approval of the City of Austin, Department of Aviation.
- Vendor must provide completed ABIA change control document for all software updates, patches or bug fixes. ABIA change control document will be provided at the execution of the contract.

B. Advanced Hardware level maintenance support as required to be invoiced as time and material

- Corrective maintenance shall be defined as work required to repair a defect in equipment or software whether or not there is actually an outage and whether or not any outage involved is caused by an internal failure. The vendor shall be responsible for performing the functions listed below
 - Troubleshoot hardware issues
 - Provide written invoice to include issue, time and material to resolve issue
 - No work will be performed until the vendor receives written approval from the City of Austin – Aviation Department designated representative.
 - All work shall be performed during standard business working hours unless approved by the City.
 - If the work is performed after normal business hours, the work must be approved by the appropriate City personnel in writing and it will be charged at the agreed upon rates listed in the pricing section of the Bid Sheet, section 0600.
 - Defective parts will be sent for RMA to the appropriate manufacturer

- Spare parts will be installed until the defective part has been returned from the manufacturer
 - Percentage markup for equipment not to exceed 25% percent of the retail value.
- C. On-site factory certified instructor led training for Indentiv (Hirsch) Velocity Dealer Course and Installation course, Genetec Security Center and Milestone Xprotect Enterprise training.
- i. Provide a certified Hirsch-Identive Authorized instructor-led training for Velocity Dealer Course and Velocity Installation course based on approved Hirsch Electronic user training curriculum and requirements.
 - ii. Provide a certified Genetec Authorized instructor for Genetec Security Center Administrator Training course based on approved Genetec user training curriculum and requirements.
 - iii. Provide a certified Milestone Authorized instructor for Milestone Xprotect Enterprise Administrator Training course based on approved Milestone user training curriculum and requirements. Training to include training materials per student in Austin, Texas utilizing ABIA site specific hardware and software installation.
- D. Security and Confidentiality
- i. The winning bidder will be required to sign a non-disclosure agreement and keep the details of ABIA instruction and security system confidential. The winning bidder will be required to acknowledge the receipt of Austin-Bergstrom International Airport, Airport Security Program section 4- Personnel Identification and will control the document in accordance with 49 CFR 1541.7. (Attachment A)

Airport Security Requirements

PART 1 – GENERAL

1.2 SUMMARY

- A. Access to any security or emergency documents must be approved by the Security Manager.
- B. Due to the ever changing environment of Airport security, requirements may change at any time.
- C. SENSITIVE SECURITY INFORMATION must be protected at all times.

WARNING: This document contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this document may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For US government agencies public disclosure is governed by 5 U.S.C. 552 and CFR part 15 and 1520.

1.3 RESTRICTED AREAS ACCESS POLICIES

Escorted Access: For this project Individuals shall submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office will allow access, as approved by the Security Manager, to security areas and security documents. The Department of Aviation will provide escort services as part of this project as needed. Requests for access must be submitted in writing in advanced to the Security Manager so work can be scheduled accordingly.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division shall approve access into DOA telecommunication rooms. The DOA Building Maintenance Division shall approve access into electrical and/or maintenance rooms. A DOA employee shall accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

The following procedures shall be followed for approved parking.

1. The Contractor will contact Airport Communications (530-2242) to advise they are arriving at the terminal, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
2. The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances shall the Contractor's vehicle operator leave the vehicle prior to security inspection.

1.4 SECURITY CLEARANCE PROCEDURES

Contractor should allow 7-10 days for completion of security screening processing. Please contact Security and ID at 530-6360 for business hours.

1. Security requirements are as per Section 0400, paragraph 10 including the requirements in Attachment B
2. Non-U.S. citizen bidders shall provide governmental proof of work authorization and an ABIA **Documentation Verification Form** reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: SMW0213
ADDENDUM NO. 1
DATE OF ADDENDUM: DECEMBER 5, 2014

This addendum is to incorporate changes to the following solicitation document:

A. Questions and Answers

Question: Both Easylobby and Hirsch Identiv cannot find the license key for the airport's Easylobby visitor management software to verify if support is up to date and what the cost is for next year?

Response: The Airport has 6 licenses, maintenance on these expired on 12/5/2013

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett
Shawn M. Willett, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2274

ACKNOWLEDGED BY:

Convergent Technologies, LLC
SUPPLIER

[Signature]
AUTHORIZED SIGNATURE

12/8/2014
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH BID OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.

**BID SHEET
CITY OF AUSTIN
IFB SMW0213**

BUYERS Shawn Willett; Jane Neal

Provide complete information Below

YEAR ONE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Software maintenance and support for all systems, per section 0500 Scope of Work	1	Year	\$ <u>161,840.00</u>	\$ <u>161,840.00</u>

YEAR TWO (EXTENSION OPTION 1)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
2	Software maintenance and support for all systems, per section 0500 Scope of Work	1	Year	\$ <u>167,260.00</u>	\$ <u>167,260.00</u>

YEAR THREE (EXTENSION OPTION 2)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
3	Software maintenance and support for all systems, per section 0500 Scope of Work	1	Year	\$ <u>167,860.00</u>	\$ <u>167,860.00</u>

YEAR FOUR (EXTENSION OPTION 3)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
4	Software maintenance and support for all systems, per section 0500 Scope of Work	1	Year	\$ <u>168,460.00</u>	\$ <u>168,460.00</u>

YEAR FIVE (EXTENSION OPTION 4)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
5	Software maintenance and support for all systems, per section 0500 Scope of Work	1	Year	\$ <u>169,060.00</u>	\$ <u>169,060.00</u>

TOTAL BID PRICE **\$ 834,480.00**

Exhibit 1

Checklist of Required Certifications/Licenses

Complete and include with Bid

(All licenses must be held by Prime Contractor, No Subcontracting Permitted)

Select all that apply:

- ☒ Identiv (Hirsch Velocity)
- ☒ Milestone Xprotect Enterprise
- ☒ Genetec Security Center
- ☒ DPS Private Security Bureau

By signing below I certify that we hold current certifications for all systems checked off above

Convergint Technologies, LLC
Company Name

Kevin Popejoy, Vice President
Written name


Signature

***Include documentation of all certifications with this checklist**

Personnel

Justin Garzonie

Service Specialist



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Profile:

Justin has 8 years experience in access control systems, CCTV (including analog and IP based cameras), and intrusion systems. He also has a background in some fire and intercom systems. He works great with little to no supervision and finds every opportunity to better his knowledge in the security industry. Currently he is responsible for service calls and small installation projects. Justin feels that it is important to "Pride yourself on the **QUALITY** of work, instead of the **QUANTITY** of work."



Key Projects:

Over the years, Justin has worked closely with projects/customers such as: Texas Instruments, Dell, Seton Family of Hospitals, CapitalOne Bank, City of Georgetown, Data Foundry and many more.

Colleague Highlights:

Convergent Technologies LLC., Austin/San Antonio, TX. (Present)

Installation Specialists

Chubb Security (Subcontractor), Austin, TX (2006-2007)

Fire/Security Installation Technician

RedHawk Security(Subcontractor), Austin, TX (2006-2007)

Fire/Security Installation Technician

Education & Certifications

Leander HS, Austin TX – Diploma, Texas Scholar

Austin Community College- Completion of core classes

Southwest Microwaves- Fence Perimeter Detection Specialist

Avigilon- Level 1, Level 2 and ACC Operator Certified

Hirsch/ Identive

Salient Systems

10 Hour OSHA Course

Leadership Management

Supervisory Management

Conflict Management

First Aid

CPR/ AED- Infant, child, and adult

Personnel

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Leonard J. Hernandez

Project Specialist



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Profile:



Leonard has 4 years as a Communications Technician. He also has 4 years experience in installation and maintenance of Access- CCTV. He has the ability to install and configure security devices such as card readers, Locks, and IP- Devices-Network Cameras). He has the knowledge and ability to install and terminate fiber optics, network cabling, and cable trays. He works well with little or no supervision. He is very adaptive and can pick up new things on the fly. Currently he is responsible for daily field and customer support. He is also responsible for system programming and configuring for multiple sites.

Key Projects:

Over the years, he has worked closely with projects/customers such as: Texas Instruments, HP, Dell, Data Foundry, ABIA, W Hotels, City of Georgetown, Seton, TX DPS and many more.

Colleague Highlights:

Converqint Technologies LLC (2009-Present)

Project Specialist

Electra Link (2005-2009)

Lead Technician

Education & Certifications

McCallum High School, Austin TX – General Education

Hirsch Velocity- Access Control

Genetec Security Center-Video

Secret Clearance-as of Summer 2012

Lenel Gold Certified-Access Control and Video

Avigilon-Video

Personnel

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Sean Hernandez

Project Specialist I



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Profile: Sean is a results-oriented, multi-faceted and resourceful professional with extensive, yet diverse experience in electronics, network fundamentals, security, access control, database software, and customer service. Sean is self-motivated and forward-thinking with General Electronics Certification, Network Fundamental Certification, extensive coursework in Economics/Business, BA in Philosophy and has demonstrated success as a quick-learner, adaptable support technician, analyst, and troubleshooter in civilian and military environments.

Colleague Highlights:

Convergent Technologies- 8/2014- Present
Project Specialist I

Hirsch Electronics (Identiv)- 9/2012-7/2014
System Support Specialist

Hirsch Electronics (Identiv)- 8/2010-9/2012
Inside Sales Representative

United States Air Force – 12/2000-12/2004
Ground RADAR Systems Technician

Education & Certifications

- **California State University, Fullerton, CA** – Bachelor of Arts, Philosophy, Economics Coursework, May 2010
- **Mt. San Antonio Community College, Walnut, CA** – Liberal Arts, Accounting Coursework, Feb 2006
- **Community College of the Air Force, Keesler AFB, MS** – General Electronics and Radar Technology, Oct 2001
- **Microsoft MCP** – Network Fundamentals

Personnel

David Estrada **System Installer**



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Profile:



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Key Achievements:

- *Full dell server setup and raid configuration*
- *Access control software install and setup*
- *VMS software install and setup*

Colleague Highlights:

- *Securenet/Securadyne- August 2008 – 11/26/13
Install Tech II*
- *CSI- December 2007– July 2008
Installation Tech Helper*

Education & Certifications

- Milestone Professional Certification
- Open Options Basic Certification



Personnel

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William Paul Williams

Project Manager



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Profile:

Over 20 years as a leader in the Security and Fire Life Safety Industry.

Proven Knowledge of planning, scheduling, and cost control. Successfully manage multiple projects and multiple operational roles. Hands-on manager of personnel and construction /service projects. Computer knowledgeable and a technically capable leader. Financial responsibility including profit and loss, AR/AP. Effective communicator within all organizational levels.

Key Achievements:

Texas Governor's Mansion Restoration Project; project management and deployment/installation of integrated security, access control, and video systems.

Seton Family of Hospitals; engineering, project management and deployment/installation of multiple facility integrated security, access control, and video systems.

Irvine Apartment Communities (3000+ unit residential apartment community); project management and deployment/installation of security, access control, and video systems.

Colleague Highlights:

Convergent Technologies LLC (2013-Present)

Project Manager

MCS Fire & Security (2007-2013)

Operations Manager, Project Manager, Service Manager

First Alarm Inc. (2006-2007)

Service Technician

Greater Alarm (2001-2005)

Director of Operations, Technical Systems Manager

First Alarm Inc. (1991-2000)

Senior Lead Technician

Education & Certifications

Access Control/Tele Entry- Lenel, SWH, AMAG, Honeywell/Ademco, Checkpoint, Bosch, Infographics, Keri, DMP, Linear, Door King, Sentex, Aiphone.

Video- Axis, Pelco, Bosch, Vicon, Indigo Vision, Kalatel, ASL.

Intrusion- Bosch, Honeywell/Ademco, DMP.

Fire Alarm- EST, Silent Knight, System Sensor, Bosch, Honeywell.

Red Cross CPR, First Aid, AED Adult/ Defensive Driving- Light Vehicles

Personnel

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Name
Position Title



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PHOTO



Profile: Tony has over 7 years of experience installing infrastructure cabling in new and remodel commercial buildings. As an installer he has successfully managed many projects in Central Texas ahead of time as a part of his previous experience. Tony works directly with our Senior Lead System Installers and project manager team. Tony installs security devices and also communicates with the General Contractor on-site by attending meetings and keeping them informed by providing daily reports at the end of each day.

Colleague Highlights:

Converqint Technologies- 11/2013- Present
Systems Installer

Cable Com Inc. - 4/2006-10/2013
Lead Field Installer

Education & Certifications:

OSHA-10 Certification

Personnel

Nathanael (Nate) Goodson Installation Tech



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Profile: Nathanael has been in the low voltage field for 14 years, overseeing turnkey construction projects. Experience includes managing crews ranging from 2 to 22 colleagues. He has a skill set in CCTV, Access Control, Intrusion, Door Hardware, Electric Lock Hardware, ATM Installation, Fire Alarm, VESDA Air Systems, Auto Gate, and Intercom.

Key Achievements: Jobs that Nate has managed include the following.
FedEx Waco, Acadian Austin, City of Georgetown,

Colleague Highlights: Nate has had former employment with the following companies.

2011-2013 Metroplex control systems fire and security (MCS) Austin TX Lead commercial fire alarm systems install

2008-2011 Technik Enterprises (TKE) Creedmoor TX Forman commercial access control and security systems install

2006-2008 Home security plus (HSP) Round Rock TX Lead commercial access control and security systems install

2005-2006 Metroplex control systems fire and security (MCS) Austin TX Technician commercial Access control and security systems install

2003-2005 Instant Photos Incorporated (IPI) Austin TX Forman commercial access control and security systems install

2002-2003 Tri-Star Commercial Austin TX Technician commercial Access control and security systems install

Education & Certifications

Nate has certifications and licenses in the following:

OSHA construction safety and health (10 hour)
CPR heart saver first aid, Honeywell GSM communication
HILTI powder actuated tools, Honeywell vista 15p
Texas department of public safety alarm installer, Classen-buck alarm systems and fire
Texas department of public safety electronic access control device installer
DSX access systems
Fire-lite alarms by Honeywell



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Los Angeles • Louisiana • Minneapolis • Nashville • Portland • Richmond • San Francisco • Seattle • Vancouver

www.converqint.com

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Convergint Technologies, LLC					
Physical Address	10535 Boyer Blvd., Ste. 300 Austin, TX 78758					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No (moved to new location within Austin)		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B)
- (1) Not to engage in any discriminatory employment practice defined in this chapter.
 - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
 - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
 - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
 - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
 - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
 - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion,

recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

x CP
Subcontractor Initials

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

X
Subcontractor Initials

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. Anti-Collusion Statement. The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. Preparation of Solicitation and Contract Documents. The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. Participation in Decision Making Process. The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. City Code. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. Chapter 176 Conflict of Interest Disclosure. In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

7. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

X GP
Subcontractor Initials

Section 0815: Living Wages and Benefits Contractor Certification

Company Name Convergint Technologies, LLC

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.00 per hour.

Employee Name	Employee Job Title
Paul Williams	Project Manager
Tony Acevedo	Systems Installer
Sean Hernandez	Project Specialist
Martin Nabours	Systems Installer
Nate Goodson	Systems Installer

USE ADDITIONAL PAGES AS NECESSARY

(1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour

(2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Section 0835: Non-Resident Bidder Provisions

Company Name Convergint Technologies, LLC

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

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

Answer: Non-Resident Bidder

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

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

Answer: No Which State: Delaware

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

Answer: _____



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: SMW0213

DATE ISSUED: November 17, 2014

REQUISITION NO.: RQM 14111200058

COMMODITY CODE: 92045

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

PRIMARY:

Shawn M Willett
Corporate Contract Compliance Manager
Phone: (512) 974-2274
E-Mail: shawn.willett@austintexas.gov

SECONDARY:

Jane Neal
Buyer I
Phone: (512) 974-3398
E-Mail: jane.neal@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: ABIA Security System
Software Maintenance & Support Agreement

PRE-BID CONFERENCE TIME AND DATE: N/A
LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM on December 9, 2014

BID OPENING TIME AND DATE: 2:15 PM on December 9, 2014

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

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

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

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

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

The Vendor agrees, if this Offer is accepted within 150 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

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

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
ATTB	ATTACHMENT B, ABIA SECURITY REQUIREMENTS	24
0500	SCOPE OF WORK, INCLUDES ATTACHMENT A	9
0600	BID SHEET – Must be completed and returned with Offer	2
EXB1	EXHIBIT 1, CHECKLIST OF REQUIRED CERTIFICATIONS	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

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

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB SMW0213**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office not later than (5) business days prior to bid opening. Submissions may be made via e-mail to: shawn.willett@austintexas.gov or jane.neal@austintexas.gov or via fax at (512) 974-2388.

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

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

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

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

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

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

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4. **CONTRACT AWARD:**

This contract will be awarded in an amount equal to the annual support and an amount not to exceed an additional \$30,000 for the initial contract term and for each of the extension options. The not to exceed amount is not a guarantee of any work under the contract.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Department of Aviation
Attn:	Phillip Bays
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, Texas 78719

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

6. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

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

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that

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all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages Employee Certification included in the Solicitation)** for all employees directly assigned to the contract. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

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

9. NON-SOLICITATION

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SUPPLEMENTAL PURCHASE PROVISIONS
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- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

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

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access

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by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
- K. All technicians performing work on the ABIA campus shall meet the minimum security requirements and be capable of obtaining a SIDA badge at ABIA, see Attachment B.

11. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).

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- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name : Wages and Salaries	
Series ID: CIU2020000430000A	
X Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Private Industry	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All including Labor	

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

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

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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

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

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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

Phillip Bays

System Support Network Supervisor

Phillip.Bays@austintexas.gov

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

Attachment B

ABIA Security Requirements

AIRPORT SECURITY REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions and Supplemental General Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY

- A. This section outlines security responsibilities for Contractors and Subcontractors at Austin-Bergstrom International Airport (ABIA).
- B. In this document, Project Manager is defined as designated Owner Representative.
- C. Due to the ever changing environment of Airport security, requirements may change at any time.

1.3 RESTRICTED AREAS ACCESS POLICIES

Unescorted Access: Individuals with an operational need for unescorted access into restricted areas (Sterile Area, Secured Area and/or Air Operations Area) of the airport shall submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office may issue a security access badge. **Applicant fees to request an ABIA Security Identification Badge are \$75 each, which is typically waived for contractors or personnel providing work or services under a contract agreement with the City of Austin.**

Escorted Access: Each person acting as an escort must inform all individual(s) being escorted that they are in a security area of the airport and all security rules and regulations must be followed. The escort is required to be able to, at all times until the escorted individual has left the security area, physically control the escorted individual(s)' movement when escorted in the Secured Area and visually control the escorted individual(s) movement when escorted in the AOA and Sterile Area. Only individuals with current unescorted access authority are permitted to escort. Those who have authority to escort will have the designated silver background with (AUS) Sticker which gives them the authority to escort. The maximum number of individuals who can be escorted is three (3). ABIA escort procedures are described in “**Escort Procedures and Authorization Form**”. (Attachment 1)

A “**Special Escort Notification**” (Attachment 2) may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis and must be requested and discussed with the Project Manager at the Weekly Coordination Meeting. Completion and submission of the form and **prior approval** from the Airport Security Coordinator (ASC) or ASC's designee must be received before conducting the escort. To ensure prompt approval requests must be submitted at least three (3) working days in advance to allow for this exemption. In an emergency situation when less than three (3) working days notice is available; submit the fax to Airport Communications at 530-7676. Approval shall be obtained before conducting the escort.

Sterile and Secured Area Access: A Subcontractor or Supplier may be exempted from the airport security badge requirements provided they will be on the work site no more than three (3) consecutive days and are under authorized escort. Exceptions must be submitted by the Project Manager and approved by the Airport Security Coordinator.

Air Operations Area (AOA) Access: A Subcontractor or Supplier may be exempted from the airport security badge requirements provided they will be on the work site no more than fourteen (14) consecutive days and under authorized escort. Exceptions must be submitted by the Project Manager and approved by the Airport Security Coordinator.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division shall approve access into DOA telecommunication rooms. The DOA Building Maintenance Division shall approve access into electrical and/or maintenance rooms. A DOA employee shall accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

As approved by the Project Manager, Contractor shall contact the DOA Business Development Section at 530-7507 for escort fees, scheduling and additional information. Minimum hourly charge to contractors for required escort services shall be \$40.

After-Hours Access: Should the Contractor require access to the Terminal's sterile side after Transportation Security Administration (TSA) operations at security checkpoints have terminated for the day, the Contractor shall contact Airport Communications at (512) 530-2242 (530-ABIA).

1. Prior approval for after hours access must be requested through the Project Manager during the Work Coordination Meetings.
2. The Contractor shall report to the Terminal Loading Dock where identification will be verified and registration of his ingress to the Terminal recorded.
3. The Airport Security personnel will inspect and validate the Contractors' provided tool inventory and equipment that are to be brought into the Terminal.
4. Airport Security personnel will provide access into the Terminal via the Loading Dock doors. The contractor will never be provided airport badge access through the loading dock doors.
5. Once admitted into the Terminal service corridor, the Contractor must utilize service elevators and doors as authorized by their airport badge to access their work site.
6. Contractor must exit the Terminal through the loading dock in order that the tool inventory previously completed may be revalidated. Tools shall not be left unattended in the Sterile Area unless properly secured.

Unconventional Access: Unconventional access is defined as entering into the secure side of the Terminal structure or AOA in a fashion other than a card swipe door or gate activity; for example, a baggage conveyor belt. If Contractor requires unconventional access into the Secured Area or Airport Operations Area, the Contractor must make the request at least 24 hours prior to the proposed activity through the Project Manager at the Work Coordination Meetings so that a security validation check can be performed and approval received. The ABIA Airport Security Coordinator will notify the Project Manager, Airport Public Safety, Airport Communications, TSA, and OPSEC/Airport Operations of the approved activity and authorized person(s). The Project Manager will notify the contractor.

Curbside Parking: Curbside parking for deliveries adjacent to the ABIA terminal shall be for a maximum of one hour unless approved in writing by the Project Manager. Requests to park curbside shall be submitted to the Project Manager at least three (3) working days prior to the planned delivery and/or the request shall be presented at the Work Coordination meetings. Failure to comply with required notification will subject delivery to be prohibited by the Project Manager.

The following procedures shall be followed for approved parking.

1. The Contractor will contact Airport Communications [(512) 530-2242] to advise they are arriving, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
2. The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances shall the Contractor's vehicle operator leave the vehicle prior to security inspection.

Key Access: The Airport Security and ID Office controls all locks and keys for access points. Locks and keys may be issued upon written request using **Core Request** (Attachment 3) or **Key Request** (Attachment 4) forms. The form(s) must be signed by an individual whose signature is on file with the Security and ID Office as authorized to request security items for that organization. Individuals issued a key must have a valid ID badge and be authorized to enter the respective area.

Only "Best Access Systems" keys and cores are approved for installation at ABIA. While the contractor may be permitted to install temporary construction cores in doors, the Security and ID Office shall install all final access door lock cores. If Contractor utilizes DOA provided cores or keys, there will be a penalty of \$100 per cores and \$50 per key for lost items to be deducted from the contract.

Some doors and gates have Intellikey locks installed. If the Contractor requires access to a door(s) or gate(s) with an Intellikey lock, an Intellikey may be issued upon written request using **Intellikey Acknowledgement – Contractor** (Attachment 5). The request must be approved and signed by the Project Manager. Failure to return or loss of an Intellikey will result in a \$100 penalty per key to be deducted from the contract.

1.4 SECURITY IDENTIFICATION BADGE APPLICATION PROCEDURES

Except as noted above, construction workers that are required to work in ABIA Secured Area, Sterile Area or Airport Operations Area shall obtain and prominently display ABIA-issued security ID badges on their person at all times. The DOA Security and ID office is the single point of service for processing security ID badge applications. Contractor should allow 7-10 days for completion of badge processing. Please contact Security and ID at (512) 530-6943 (530-MYID) for all badging inquiries.

The following procedures shall be followed to obtain security ID badges:

1. Project Manager will complete an **Unescorted Access Authorization** form (Attachment 6) for the Contractor Representative(s) who is/are approved for Signatory Authority for the specified project. Project Manager will verify the approved Signatory Authority identification documents are acceptable as listed in the **Personal Information** form (Attachment 8) and advise DOA Security via e-mail of the names. Contractor representative(s) must complete badge application paperwork previously mentioned in this section and successfully complete the Criminal History Records Check (CHRC) and Security Threat Assessment process prior to taking the TSA required Signatory Authority training. Upon successful completion of the training, Contractor representative(s) will complete an **Authorized Signatures** form (Attachment 7). Signatory Authority must verify badge applicants have acceptable identification documents as listed in the **Personal Information** form (Attachment 8) before signing the **Unescorted Authorization** form (Attachment 6).

Sub-contractors who are active participants in the ABIA Experienced Contractor Program, have signatory authority, and their employees already possess security ID badges but seek to do work for another ABIA project, will not need to rebadge employees under the sponsorship of the added prime project contractor.

2. Badge applicant shall complete, sign the **Personal Information Form** (Attachment 8), and present two forms of identification. Acceptable forms of identification are listed on the second page of the form. After completion of badge processing, badge must be obtained within 30 days of fingerprinting.
3. Badge applicant shall read and sign the **Criminal History Records Check/Disqualifying Criminal Offenses** (Attachment 9) statement/form.
4. Badge applicant shall submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).
5. Non-U.S. citizen contractors shall provide governmental proof of work authorization and an ABIA **Documentation Verification Form** (Attachment 10) reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.
6. If escort authority is required, Contractor shall read and sign the **ABIA Escort Procedures Authorization** (Attachment 11) form.
7. Contractor shall attend the ABIA Security Identification Display Area (SIDA) training if accessing the Secured Area or Airport Operations Area. Training is computer based and is approximately 60 minutes in length with an examination at the conclusion which must be passed. Training is available at the Security and ID office during business hours. A Spanish version of SIDA testing is available; Spanish translators during SIDA testing are prohibited. Any training requiring translation in another language must be preapproved by the Airport Security Manager or designee.
8. Prior to badge issuance, the Contractor with signature authority shall coordinate with the Airport Project Manager or designee to determine badge expiration date (one year or less) and the appropriate access profile.
9. Sub-contractor personnel doing work for two or more prime contractors at ABIA obtain a security ID badge for each sub-contract. The employee shall wear **only** the appropriate badge for each contractor when working. Steps 1-8 listed above shall be accomplished for each additional badge required for the employee. **Exception: Employees of sub-contractors that are active participants in the ABIA Experienced Contractor Program are not required to possess multiple badges for each sponsoring prime contractor.**
10. Contractor shall promptly respond to any badge audit information requests. Also, access and/or distribution of active contractor badges during project construction and/or warranty period shall be limited and restricted to personnel approved by the Project Manager and DOA Security.

1.5 OTHER POLICIES

Tools, Materials, and Equipment: Contractor shall abide by Airport Security Program, including tool security requirements noted in the **Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas** (Attachment 11) form. All tools to be used in the Sterile Area must be processed through the loading dock. Contractor shall keep tools and other items not in use in a lockable toolbox (gang box) or in a secured area not accessible to the public. Tools shall not be left unattended in the Sterile Area. An inventory of all tools using **ABIA Tool Inventory List** (Attachment 12) form will be conducted before entering the restricted area and upon exiting.

Contractor must utilize **ABIA Daily Tool Inventory List** (Attachment 13) for any tools that are to be left in the terminal complex overnight. This inventory must remain at the job site, up to date, and readily available for inspection by ABIA/TSA security personnel.

At any time a tool is discovered missing, Airport Communications must be contacted immediately at (512) 530-2242. Airport OPSEC and the Contractor must conduct a search of the last known location and nearby area. The Contractor must complete an incident report regarding the missing tool(s).

Introduction of tools, materials, and equipment into the Secured / Sterile Areas, AOA, and SIDA must be coordinated through the Project Manager.

Vehicle Registration and Driver's Training: If the work requires un-escorted vehicular access in the Secured Area or Airport Operations Area (AOA), Contractor shall complete and submit **ABIA Vehicle Registration LOGO Form** (Attachment 14) for each vehicle, present proof of required insurance, and submit a picture of the company vehicle logo in a .jpeg format to the Project Manager. Proposed vehicle drivers must attend airport driver's training. Training is computer based and may be taken in conjunction with the SIDA training previously mentioned. Airport Driver's training is approximately one hour in length with an examination at the conclusion which must be passed. Training is available at the Security and ID office during business hours. Contact Airport Operations [(512) 530-7550] for more information regarding driver's training.

Security at Construction Site: Contractors, or any other non-Airport personnel, having authorized Secured Area/AOA access and having been assigned a Secured Area/AOA access point for their temporary use shall maintain positive control of the access point by the use of off-duty ABIA Security personnel or employees of a private security firm approved by the Director, designee, or Transportation Security Administration (TSA). As approved by the Project Manager, Contractor shall contact the DOA Business Development Section [(512) 530-7507] for escort fees, scheduling and additional information. Minimum hourly charge to contractors for required access control services shall be \$35 per hour.

Contractor will conduct a security briefing with personnel assigned to the access point each day with signatures by the Contractor and security personnel signifying a clear understanding of security procedures required. Contents of the briefing will be determined during the construction project meeting and copies of the previous week's daily briefing will be provided to the Project Manager.

Temporary Wall/Door/Lock/Fence/Gate: If temporary modification to current access control methods are required to the Sterile Area, Secured Area and/or Air Operations Area, the Contractor shall comply with the following procedures as stated in Title 49 CFR Part 1542.105: *"The request for an amendment must be filed with the designated official at least 45 days before the date it proposes for the amendment to become effective, unless a shorter period is allowed by the designated official. Within 30 days after receiving a proposed amendment, the designated official, in writing, either approves or denies the request to amend."* For purposes of this section, the request shall be made to the Project Manager who will forward it to the Security and ID office. An example may be the installation of a temporary gate somewhere along the AOA fence line.

Security ID Badge Control: Contractor must conduct a monthly badge audit with Owner to ensure all active badge holders are still employed. Security and ID Office will provide Active Badge List to the Project Manager on the 1st working day of the month. Audit findings must be returned to Security and ID no later than the 15th of the month.

Contractor must return badges of Subcontractors to the DOA Security and ID office within three (3) working days of the subcontractors work completion. Contractor shall immediately notify Airport Communications [(512) 530-2677] when aware an individual's access authority has been revoked or limited for adverse reasons or termination of employment.

Loss of security items: Loss of any security-related item is a serious incident. All losses will be reported immediately to the Airport Communications [(512) 530-2242]. The Airport Security Coordinator or representative must approve replacement of any lost security item. Loss or failure to return a security

access badge will result in a \$500.00 per badge penalty to be deducted from the contract. Contractor is responsible for replacement costs and any other penalties associated with lost security items.

Federal Aviation Administration (FAA)/ Transportation Security Administration (TSA) Imposed Penalties

FAA or the Department of Homeland Security may impose civil penalties to individuals, companies, and the airport for safety or security violations. Maximum penalties assessed against an individual can be \$50,000 and companies \$400,000. Pursuant with City contract provisions and City of Austin ordinances, Contractor shall be responsible for payment of any civil penalties assessed against the Contractor or Owner due to safety/security program violations committed by the Contractor.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01555

ATTACHMENTS:

- # 1 - ABIA Escort Procedures and Authorization
- # 2 - Special Escort Notification form
- # 3 - Core Request form
- # 4 - Key Request form
- # 5 - Intellikey Acknowledgement Form - Contractor
- # 6 - Unescorted Access Authorization form
- # 7 - Authorized Signatures
- # 8 - Personal Information form
- # 9 - Criminal History Records Check/Disqualifying Criminal Offenses statement/form
- # 10 - Document Verification form
- # 11 - Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas form
- # 12 - ABIA Tool Inventory List
- # 13 - ABIA Daily Tool Inventory List
- # 14 - ABIA Vehicle Registration LOGO form



ABIA ESCORT PROCEDURES AUTHORIZATION FORM

Escort Procedures

SD 1542-06-01D Compliance and Procedures for authorized escorts; please read carefully as you will be ultimately responsible for the following procedures conducted as per TSA (Transportation Security Administration) CFR 1542. Failure to comply could result in Criminal and/or Civil penalties for non-compliance, as well as denial or revocations of access media (badge).

Escort

To accompany or monitor the activities of an individual who does not have unescorted access authority into or within a Sterile, Secured Area or SIDA, and/or Air Operations Area (AOA).

While in the SIDA, each person, unless under escort, is required to continuously display an AUS approved identification media. Identification must be displayed above the waist on the outermost garment at all times. All employees are required to challenge individuals who are not in compliance with the display requirements.

A. Escort Procedures:

1. Each person acting as an escort must inform all individual(s) being escorted that they are in a security area of the airport and all security rules and regulations must be followed. The escort is required to be able to, at all times until the escorted individual has left the security area, physically control the escorted individual(s)' movement when escorted in the Secured Area and visually control the escorted individual(s) movement when escorted in the AOA and Sterile Area. Only individuals with current unescorted access authority are permitted to escort. Those who have authority to escort will have the designated silver background with **(AUS)** Sticker which gives them the authority to escort. Unless otherwise exempt the maximum number of individuals who can be escorted is three (3).
2. Any escorted persons engaged in activities other than those for which the escorted access was granted shall be challenged to the validity of the action. When necessary, the person shall be removed from the escorted area. When deemed necessary to have assistance to remove escorted persons from the area, **Law Enforcement Personnel (LEP) will be contacted through Airport Communications at (512) 530-ABIA (2242).**

3. Individuals escorted into a sterile area, who have not been cleared at the screening checkpoint, must remain under escort until they exit the area. The escort will remain within a distance of individual(s) under escort so that positive control over the individual(s) actions is maintained.
4. No individual who has been issued an active AUS identification media/ID may be escorted; i.e., left badge at home, or is not in possession of media/id. An individual whose badge is suspended or expired may not be escorted.
5. Unless otherwise exempt from this process, **before conducting an escort you must contact (by fax [(512)530-7676] or telephone) Airport Communications (512) 530-2242** who will verify your authority to escort. Airport Communications will record the date and time of contact. Failure to do so could result in the revocation of escorting privileges. You will provide Airport Communications with the following information:
 - a. The names and date of birth of all individuals being escorted (3 maximum).
 - b. Estimated length of time the escort will be conducted.
 - c. Approximate location of the escort.
 - d. Reason for the escort.

You may also check-in with the Security Officer located at the following locations in lieu of contacting Communications when these posts are manned by Security Officers. These locations are the loading dock, E110 and Check Point Charlie W-123). If the loading dock or E110 are closed you will need to contact Communications.

Exemptions:

A “***Special Escort Notification Form***” may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis and must be discussed and requested with the Project Manager at the Weekly Coordination Meeting. Completion and submission of the form and ***prior approval*** from the ASC or ASC’s designee must be received before conducting the escort. To ensure prompt approval requests must be made at least three (3) working days in advance to allow for this exemption. In an emergency situation with less than three (3) working days notice is available; submit a fax to Airport Communications at (512) 530-7676. Approval **must** be obtained before conducting the escort.

Cargo and Belly Freight Operators, while providing escorts in their facilities and their adjoining fenced in areas at Gates W125 /W130 (Belly Freight), are **only exempt** from the notification process. Proper escorts must be conducted at all times while in the SIDA. Belly freight and fuel farm operators may make

notification of an escort through the Security Officer Booth located near W123.

Fuel Farm Operators, while providing escorts in their facilities and their adjoining fenced in areas, are **only exempt** from the notification process. Proper escorts must be conducted at all times while in the SIDA. Fuel Farm Operators may make notification through the Security Officer Booth located near W123.

EMS, ARFF, AFD, Security Officers, Airside Operations, OPSEC, TSA and Law Enforcement Personnel are exempt from notification process and 3 person limitations.

ID Display:

All persons within, or attempting to gain access to the SIDA of the Airport, who are not under escort, shall display on their person, at all times while in the SIDA, an identification badge issued or approved by the Airport. The identification badge must be displayed with the photo visible to the front, readily visible between the neck and waist on the outermost garment.

Challenge

The act of attempting to ascertain the authority or purpose of an unescorted person, not wearing or properly displaying airport issued/approved identification, to access or remain in the SIDA of the airport, by directly requesting such person to display airport issued/approved identification.

Secured Area

A portion of an airport, specified in the ***Airport Security Program***, in which certain security measures specified in Part 1542 of 49 CFR Chapter XII are carried out. This area is where aircraft operators and foreign air carriers that have a security program under Part 1544 or 1546 of 49 CFR Chapter XII enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA)

A portion of an airport, specified in the ***Airport Security Program***, in which security measures specified in Part 1542 are carried out. This area includes the Secured Area and may include other areas of the airport.

Sterile Area

A portion of an airport defined in the ***Airport Security Program*** that provides passengers access to boarding aircraft and to which the access generally is controlled by TSA, or by an aircraft operator under Part 1544 of

49 CFR Chapter XII or a foreign air carrier under Part 1546 of 49 CFR Chapter XII, through the screening of persons and property.

I have read and understand the Approved Escort Procedures for AUS:

Company : _____

Employee : _____

Employee Badge: : _____

Signature : _____

Date : _____

Signatory Authority : _____

Badge Number : _____

Printed Name : _____

As Signatory Authority you are verifying the above person who is being granted SIDA or sterile area escort authority has a legitimate business need for such authority to conduct their duties at Austin-Bergstrom International Airport.

The Airport Operator via the Airport Security Coordinator or designee has the ultimate right to refuse escort authority to anyone who is found to abuse such authority or is found not in compliance.

Special Event Notification Form

A “**Special Event Notification Form**” may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis. Completion and submission of the form and **prior approval** from the ASC or ASC’s designee must be received before conducting the escort. To ensure prompt approval completed forms should be faxed to (512) 530-7530 at least 72 hours in advance to allow for this exemption. In an emergency situation with less than 72 hours notice is available; submit the fax to Airport Communications at (512) 530-7676. Approval **must** be obtained before conducting the escort.

- Names and date of birth of all individuals being escorted.
- Estimated length of time the escort will be conducted.
- Approximate location of the escort.
- Reason for the escort.

Authorized Escort Name, Badge Number and Employer:

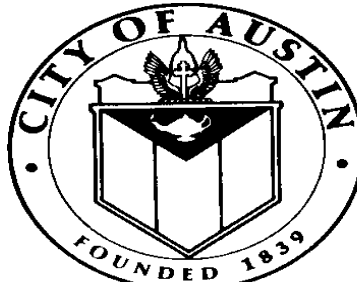
Name: _____
Badge Number: _____
Employer: _____

Full name of person being escorted	Date of Birth



Austin-Bergstrom International Airport
Cores

TO: Security and ID Office Aviation Department	FROM: (Sponsor)										
<p>A. Request the following person to be issued an airport security key indicated.</p> <p>1. Name: (Last) _____ (First) _____ (Middle) _____ Badge # _____ Expires: _____</p> <p>2. Key (check as appropriate) <input type="checkbox"/> Building Doors _____ <input type="checkbox"/> Perimeter Fence Gates _____ <input type="checkbox"/> Other _____</p> <p>3. Method of Payment: <input type="checkbox"/> User Fee <input type="checkbox"/> Cash/ Check <input type="checkbox"/> Charge <input type="checkbox"/> N/A</p> <p>I am authorized to request issue of security items (signature on file with the Security and ID office.</p> <p>Signature: _____ Badge #: _____ Date: _____</p>											
<p>B. Verification: <input type="checkbox"/> Requestor's Signature <input type="checkbox"/> Recipient's Badge Number</p> <p>Signature: _____ Badge #: _____ Date: _____</p> <p>C. Received items listed in A-2 as follows:</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%;">Core ID: _____</td><td style="width: 50%;">Amount: _____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></table> <p>Signature: _____ Badge # _____ Date: _____</p> <p>D. Core Revocation:</p> <p>Core(s) <input type="checkbox"/> Lost <input type="checkbox"/> Returned</p> <p>Penalty deducted from contract for lost or damaged core \$ _____</p> <p>Signature: _____ Badge #: _____ Date: _____</p>		Core ID: _____	Amount: _____	_____	_____	_____	_____	_____	_____	_____	_____
Core ID: _____	Amount: _____										
_____	_____										
_____	_____										
_____	_____										
_____	_____										



Austin-Bergstrom International Airport
Key Issue

TO: Security and ID Office Aviation Department	FROM: (Sponsor)															
<p>A. Request the following person to be issued an airport security key indicated.</p> <p>1. Name: (Last) _____ (First) _____ (Middle) _____ Badge # _____ Expires: _____</p> <p>2. Key (check as appropriate) <input type="checkbox"/> Building Doors _____ <input type="checkbox"/> Perimeter Fence Gates _____ <input type="checkbox"/> Other _____</p> <p>3. Method of Payment: <input type="checkbox"/> User Fee <input type="checkbox"/> Cash/ Check <input type="checkbox"/> Charge <input type="checkbox"/> N/A</p> <p>I am authorized to request issue of AOA/SIDA items (signature on file with the Security and ID office) and I certify that necessary procedures have been established to control the items.</p> <p>Signature: _____ Badge #: _____ Date: _____</p>																
<p>B. Verification: <input type="checkbox"/> Requestor's Signature <input type="checkbox"/> Recipient's Badge Number</p> <p>Signature: _____ Badge #: _____ Date: _____</p>																
<p>C. Received items listed in A-3 as follows:</p> <table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 33%;">Key ID: _____</th><th style="width: 33%;">Amount: _____</th><th style="width: 33%;">Serial Number: _____</th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table> <p>Signature: _____ Badge # _____ Date: _____</p>		Key ID: _____	Amount: _____	Serial Number: _____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Key ID: _____	Amount: _____	Serial Number: _____														
_____	_____	_____														
_____	_____	_____														
_____	_____	_____														
_____	_____	_____														
<p>D. Key Revocation:</p> <p>Key(s) <input type="checkbox"/> Lost <input type="checkbox"/> Returned <input type="checkbox"/> Destroyed</p> <p>Signature: _____ Badge #: _____ Date: _____</p>																
<p>E. Penalty Deducted from Contract:</p> <p>Received Total of \$ _____</p> <p>Signature: _____ Badge #: _____ Date: _____</p>																



Intellikey Acceptance Acknowledgement

I, _____, ABIA SIDA badge # _____ acknowledge receipt of an INTELLIKEY. I understand the security system of ABIA will be compromised if the key is lost and agree to the following terms as conditions for acceptance:

- Control of the Intellikey must be maintained at all times.
- Intellikey will be kept in a secure location while not on ABIA property.
- Intellikey will be used for the performance of contracted job responsibilities and will not be used for any other purpose.
- The Security and ID Office (Airport Communications, after hours) must be notified immediately if an Intellikey is lost or stolen. Failure to immediately make the proper notifications of a lost Intellikey can result in a suspension of Airport ID/Access privileges.
- If an Intellikey is lost, the replacement cost will be \$100.00. Any subsequent losses will result in an additional deposit and possible non-issuance of an Intellikey.
- Intellikey must be “refreshed” within the established ABIA timeline to remain valid.

I have read the above requirements and understand the contents.

Signature

Date

The above individual is approved for issuance of an Intellikey.

Project Manager- P & E
Austin Bergstrom International Airport

June 5, 2013



UNESCORTED ACCESS AUTHORIZATION FORM

Print legibly or type. Incomplete or illegible forms will not be processed

MUST BE COMPLETED IN BLUE INK

Employee's Last Name ↑	First Name ↑	Full Middle Name ↑

I request the following items/services for the above listed employee:

- ☐ New Employee Badge
- ☐ Renewal of Employee Badge
- ☐ Replacement of Lost/Stolen Badge
- ☐ Replacement of Expired Badge
- ☐ Fingerprints
- ☐ Security Threat Assessment

The items/services will be paid for in the manner indicated below (check one):

- ☐ Employee will pay (cash, check, VISA or MasterCard)
- ☐ Company will pay (cash, check, VISA or MasterCard)
- ☐ Bill this company (limited to select tenants)
- ☐ No Charge (Government Employees)

This employee will need the following type of badge (check all that apply):

- ☐ **(Green)** Sterile Area + AOA + Secured Area (Ramp)
- ☐ **(Orange)** Sterile and Restricted Area within Terminal
- ☐ **(Yellow)** Cargo Ramp and Maintenance Ramp only
- ☐ **(Blue)** T-Hangers Access Only
- ☐ **(White)** ID only – No Access

Other notes regarding this employee's access:

PLEASE INITIAL: Ramp Driving ____ Escort ____ Runway/Taxiway ____ LEP ____
--

By signing below I indicate that my signature is on file with the Security and ID Office and I am authorized to request security items as required by Transportation Security Administration Regulation 49 CFR 1542.209 or 49 CFR 1544.229.

I certify that I have inspected the identification documents of the person named above and they are acceptable forms of identification as listed on the second page of the Security and ID Personnel Information Form. I understand my Signatory Authority may be revoked for failure to inspect and verify the required identification documents.

ID's Checked: #1 _____ Exp Date: _____ #2: _____ Exp Date: _____

PRINT AUTHORIZER'S NAME

AUTHORIZER'S SIGNATURE

COMPANY NAME

AUTHORIZER'S PHONE

SPONSOR COMPANY

DATE (IN MM/DD/YYYY FORMAT)

Austin-Bergstrom International Airport

AUTHORIZED SIGNATURES*Blue ink only*

	Dept/Company Name →	
---	----------------------------	--

DEPARTMENT HEAD YES _____ NO _____

As the owner, manager, chief executive officer, or person otherwise in charge and in accordance with the Austin Bergstrom International Airport Security Program, I authorize the following persons besides myself, employees of my company/organization, to sign requests for AOA, SIDA and other restricted area access authorizations and related security items. This form invalidates and replaces all previous authorization forms for my company/organization. All contact phone numbers are correct as of the date of this form. I am the only individual with my company/organization that is authorized to add or remove names on this authorization form.

SIGNATORY AUTHORITY

PRINT NAME

BADGE NUMBER

BUSINESS TELEPHONE

ALTERNATE TELEPHONE

E-MAIL ADDRESS

**I CERTIFY THAT I HAVE RECEIVED TRAINING IN AND UNDERSTAND
THE DUTIES AND RESPONSIBILTIES OF AN AUTHORIZED SIGNER**

SIGNATURE

DATE



SECURITY AND ID PERSONAL INFORMATION FORM

*****Illegible Forms will not be Accepted*****

Badge # _____

EMPLOYER INFORMATION

Sponsor Company

Contract Company

PERSONAL INFORMATION

Last Name

First Name (Full)

Middle Name (Full)

Nickname/Alias

Home Address

City

State

Zip

GENDER: (circle one) Male Female ETHNICITY: White Black Hispanic Asian Other: _____

EYE COLOR: Black Blue Brown Gray Green Hazel Other: _____

HAIR COLOR: Black Blonde Brown Gray Red White Bald Other: _____

DATE OF BIRTH: _____ HEIGHT: _____ WEIGHT: _____

STATE OF BIRTH (or Foreign Country): _____ COUNTRY OF CITIZENSHIP: _____

SOCIAL SECURITY # _____ DRIVERS LICENSE # _____ STATE _____

PASSPORT # _____ PASSPORT COUNTRY: _____

ALIEN REGISTRATION # (if applicable) _____

NON IMMIGRANT VISA # (if applicable) _____

WORK PHONE # _____ HOME PHONE # _____ ALT PHONE # _____

E-MAIL ADDRESS _____

The information I have provided is true and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement can be punishable by fine or imprisonment or both. (See Section 1001 of Title 18 of the United States Code)

Signature: _____ Date: _____

I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Office of Transportation Threat Assessment and Credentialing (TTAC), Attention: Aviation Programs (TSA-19)/Aviation Worker Program, 601 South 12th Street, Arlington, Va. 20598.

I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

Signature: _____ Date of Birth: _____

SSN and Printed Full Name: _____



SECURITY AND ID PERSONAL INFORMATION FORM

Badge Applicant's Name Last _____ First _____ Middle _____

**LIST OF ACCEPTABLE DOCUMENTS ---ONE OF WHICH MUST BE A PHOTO ID
ONE FORM OF ID FROM LIST A & B, OR ONE FROM LIST A & C, OR ONE FROM LIST B & C
All documents must be UNEXPIRED**

LIST A	LIST B	LIST C
<ol style="list-style-type: none">1. U.S. Passport or U.S. Passport Card2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa4. Employment Authorization Document that contains a photograph (Form I-766)5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:<ol style="list-style-type: none">a. Foreign passport; andb. Form I-94 or Form I 94-A that has the following:<ol style="list-style-type: none">1) The same name as the passport; and2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI.	<ol style="list-style-type: none">1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address2. ID card issued by federal, state, or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address3. School ID card with a photograph4. Voter's registration card5. U.S. Military card or draft record6. Military dependent's ID card7. U.S. Coast Guard Merchant Mariner Card8. Native American tribal document9. Driver's license issued by a Canadian government authority <p>For persons under age 18 who are unable to present a document listed above:</p> <ol style="list-style-type: none">10. School record or report card11. Clinic, doctor, or hospital record12. Day-care or nursery school record	<ol style="list-style-type: none">1. A Social Security Account Number card unless the card includes one of the following restrictions<ol style="list-style-type: none">1) NOT VALID FOR EMPLOYMENT2) VALID FOR WORK ONLY WITH INS AUTHORIZATION3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION2. Certification of Birth Abroad issued by the Department of State (Form FS-545)3. Certification of Report of Birth issued by the Department of State (Form DS-1350)4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal5. Native American tribal document6. U.S. Citizen ID Card (Form I-197)7. Identification Card for Use of Resident Citizen in the United States (Form I-179)8. Employment authorization document issued by the Department of Homeland Security

ADDITIONAL DOCUMENT REQUIREMENTS

A. Individuals who are not U.S. citizens must provide:

1. Alien Registration Number; **or**
2. I-94 Arrival/Departure Number

B. Individuals who hold a non-immigrant Visa must provide it.

C. Individuals who are U.S. citizens born abroad or naturalized U.S. citizens must provide:

1. U.S. passport (List A); **or**
2. Certificate of Naturalization ; **or**
3. Certification of Birth Abroad, Form DS-1350 (List C)

*****SECTION BELOW TO BE COMPLETED BY SECURITY AND ID OFFICE PERSONNEL USE ONLY*****

Documents verified by (Signature of Trusted Agent)

Date

Badge issued by (Signature of Trusted Agent)

Date



Criminal History Records Check Disqualifying Criminal Offenses

An individual has a disqualifying offense if the individual has been convicted of, or found not guilty of by reason of insanity, any of the disqualifying crimes listed in this paragraph in any jurisdiction a minimum of 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:

		Yes	No
1	Forgery of certificates, false marking of aircraft, and other aircraft registration violations in violation of 49 U.S.C. 46306.	<input type="checkbox"/>	<input type="checkbox"/>
2	Interference with air navigation in violation of 49 U.S.C. 46308.	<input type="checkbox"/>	<input type="checkbox"/>
3	Improper transportation of hazardous material in violation of 49 U.S.C. 46312.	<input type="checkbox"/>	<input type="checkbox"/>
4	Aircraft piracy in violation of 49 U.S.C. 46502.	<input type="checkbox"/>	<input type="checkbox"/>
5	Interference with flight crew member or flight attendants in violation of 49 U.S.C. 46504	<input type="checkbox"/>	<input type="checkbox"/>
6	Commission of certain crimes aboard aircraft in flight in violation of 49 U.S.C. 46506.	<input type="checkbox"/>	<input type="checkbox"/>
7	Carrying a weapon or explosive aboard aircraft in violation of 49 U.S.C. 46505.	<input type="checkbox"/>	<input type="checkbox"/>
8	Conveying false information and threats in violation of 49 U.S.C. 46507.	<input type="checkbox"/>	<input type="checkbox"/>
9	Aircraft piracy outside the special aircraft jurisdiction of the United States in violation of 49 U.S.C. 46502(b).	<input type="checkbox"/>	<input type="checkbox"/>
10	Lighting violations involving transporting controlled substances in violation of 49 U.S.C. 46315.	<input type="checkbox"/>	<input type="checkbox"/>
11	Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements in violation of 49 U.S.C. 46314.	<input type="checkbox"/>	<input type="checkbox"/>
12	Destruction of an aircraft facility in violation of 18 U.S.C. 32.	<input type="checkbox"/>	<input type="checkbox"/>
13	Murder.	<input type="checkbox"/>	<input type="checkbox"/>
14	Assault with intent to murder.	<input type="checkbox"/>	<input type="checkbox"/>
15	Espionage.	<input type="checkbox"/>	<input type="checkbox"/>
16	Sedition.	<input type="checkbox"/>	<input type="checkbox"/>
17	Kidnapping or hostage taking.	<input type="checkbox"/>	<input type="checkbox"/>
18	Treason.	<input type="checkbox"/>	<input type="checkbox"/>

		Yes	No
19	Rape or aggravated sexual abuse.	<input type="checkbox"/>	<input type="checkbox"/>
20	Unlawful possession, use, sale, distribution, manufacture of an explosive or weapon.	<input type="checkbox"/>	<input type="checkbox"/>
21	Extortion.	<input type="checkbox"/>	<input type="checkbox"/>
22	Armed or felony unarmed robbery.	<input type="checkbox"/>	<input type="checkbox"/>
23	Distribution of, or intent to distribute, a controlled substance.	<input type="checkbox"/>	<input type="checkbox"/>
24	Felony arson.	<input type="checkbox"/>	<input type="checkbox"/>
25	Felony involving a threat.	<input type="checkbox"/>	<input type="checkbox"/>
26	Felony involving willful destruction of property.	<input type="checkbox"/>	<input type="checkbox"/>
27	Felony involving importation or manufacture of a controlled substance.	<input type="checkbox"/>	<input type="checkbox"/>
28	Felony involving burglary.	<input type="checkbox"/>	<input type="checkbox"/>
29	Felony involving theft.	<input type="checkbox"/>	<input type="checkbox"/>
30	Felony involving dishonesty, fraud, or misrepresentation.	<input type="checkbox"/>	<input type="checkbox"/>
31	Felony involving possession or distribution of stolen property.	<input type="checkbox"/>	<input type="checkbox"/>
32	Felony involving aggravated assault.	<input type="checkbox"/>	<input type="checkbox"/>
33	Felony involving bribery.	<input type="checkbox"/>	<input type="checkbox"/>
34	Felony involving illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.	<input type="checkbox"/>	<input type="checkbox"/>
35	Felony involving violence at international airports in violation of 18 U.S.C. 37.	<input type="checkbox"/>	<input type="checkbox"/>
36	Conspiracy or attempt to commit any of the criminal acts listed on this page.	<input type="checkbox"/>	<input type="checkbox"/>

By signing below I certify that I do not have any of the above listed disqualifying criminal offenses.

Also signing below indicates my understanding that I have a continuing obligation under Title 49, CFR, Parts 1542.209 and 1544.229 to disclose to the airport operator within 24 hours if I plead guilty or nolo contendere ("no contest") to, have an adjudication withheld, have been convicted or found not guilty by reason of insanity to any of the disqualifying crimes listed on this application or the federal security regulations.

Also signing below indicates the information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)

PRINT NAME

SIGNATURE

DATE



ABIA INS DOCUMENTATION VERIFICATION FORM

**Verification of U.S. Department of Justice – Immigration and Naturalization Service Issued
Resident Alien – Permanent Resident – Work Authorization – Photo Identification**

Last Name ↑

First Name ↑

Middle Name ↑

Citizenship ↑

Date of Birth ↑

Social Security Number ↑

SECTION BELOW TO BE COMPLETED BY US CUSTOMS & BORDER PROTECTION PERSONNEL

Verified By ↑

Agency Name ↑

Date ↑

AUSTIN BERGSTROM INTERNATIONAL AIRPORT**Acknowledgement of Responsibility****Prohibited items and Tools in Terminal Concourses and Sterile Areas**

Due to heightened security, the Transportation Security Administration (TSA) has required that no items identified in the TSA “Prohibited items List” be allowed in the terminal concourses and sterile areas of the airport. This prohibition includes all pocketknives, carpet knives, and other folding or retractable blades, regardless of blade length or composition. The prohibition also includes sabers, swords, hunting knives, martial arts devices, ice picks, straight razors, and elongated scissors, or any tool with a sharp blade that could be utilized as a weapon or cutting tool. This list is not comprehensive, and common sense should always prevail. A current copy of the TSA “Prohibited items” may be obtained at www.TSA.gov or by calling the Security Badging office at (512) 530-6943.

The TSA acknowledges the need to allow for maintenance in the concourse areas, and therefore some exceptions have been made. Personnel requiring the use of tools and other prohibited items to perform essential job functions may do so if the following conditions are met.

- The individual accepts responsibility to keep all tools and prohibited items within his/her immediate span or control so that no unauthorized person is able to access them.
- All tools are to be transported in a secure bag or toolbox so they are inaccessible to passengers at all times (no tool belts).
- Tools will be used discretely, stored immediately, and secured and locked whenever possible.
- All personnel requesting unescorted access shall be required to sign this Acknowledgement of Responsibility form at the time they are badged. Extra forms are available in the security badging Office.
- Unbadged personnel requiring the use of tools in the sterile areas must be under continuous escort of a badged employee. **The badged employee providing the escort will be held fully responsible for ensuring compliance with these rules.**
- **Unbadged persons and their tools must be processed through TSA Passenger Security Checkpoint # 2. In addition, they must be under escort at all times.** Badged personnel must deliver their tools to the Loading Dock, return to the terminal, enter the sterile area through a TSA passenger security checkpoint and return to the Loading Dock through the service corridor. An inventory of the tools will be conducted at the Loading Dock upon entering and exiting the restricted area. Please contact an Airport Security Coordinator or Operations Construction Project Coordinator.

All unattended tools found in the Sterile Areas will be confiscated by the Department of Aviation, and the employees badge may be suspended or revoked. Personnel not complying with these procedures may be issued a notice of Violation (NOV) and/or be subject to TSA sanctions.

Your signature below indicates that you fully understand and accept the responsibilities outlined in this acknowledgment of responsibility.

SIGNATURE-----
PRINT NAME-----
COMPANY-----
DATE

ABIA TOOL INVENTORY LIST

PROJECT NAME: _____

CONTRACTOR NAME: _____

DATE	TIME		TOOL DESCRIPTION	CLASS		QTY	
	IN	OUT		A	B	IN	OUT

Inventory Prepared By: _____

SGTO In Checker _____/DATE

SGTO Out Checker _____/DATE

ABIA DAILY INVENTORY LIST

PROJECT NAME: _____

CONTRACTOR NAME: _____

Date	Time	Remarks	OPSEC	
			Notified	Initials
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	
		<input type="checkbox"/> – All tools accounted for. <input type="checkbox"/> – Tool(s) missing:	Y N	

AIRPORT COMMUNICATIONS # (512) 530-2242



Austin-Bergstrom International Airport
Vehicle Registration LOGO

TO: Security and ID Office Aviation Department	FROM: (Sponsor)
<p>A. Request AOA access authorization and registration for the following vehicle:</p> <p>1. Name: (Last) _____ (First) _____ (Middle) _____ Badge # _____ Expires: _____ Insurance Company: _____</p> <p>2. Vehicle: _____ Model: _____ Color: _____ Year: _____ License Plate: _____ State: _____</p> <p>3. Required AOA/SIDA Clearance: <input type="checkbox"/> Main Terminal Ramp <input type="checkbox"/> RCCF <input type="checkbox"/> Fuel Facility <input type="checkbox"/> Runways and Taxiways <input type="checkbox"/> Maintenance Ramp <input type="checkbox"/> Cargo Ramp</p> <p>4. Vehicle Identified by: <input type="checkbox"/> Company Logo</p> <p>I am authorized to request AOA/SIDA and restricted area access issuance of security related items (signature on file with the Security and ID office and certify that the operation of this vehicle on the AOA/SIDA is necessary and in conjunction with official business. The persons who will be operating this vehicle have been briefed on the Airport Security Program and operating procedures for the AOA/SIDA.</p> <p>Signature: _____ Badge #: _____ Date: _____ DOA Project Manager</p> <p>Signature: _____ Badge #: _____ Date: _____</p>	
<p>B. Verification: <input type="checkbox"/> Requestor's Signature <input type="checkbox"/> Recipient's Badge Number <input type="checkbox"/> Proof of Insurance</p> <p>Signature: _____ Badge #: _____ Date: _____ DOA Project Coordinator</p>	
<p>C. I understand the security requirements and my responsibilities under the Airport Security Program relating to Authorization for my access and operating procedures on the AOA/SIDA. I accept these responsibilities and agree to comply with requirements of the Airport Security Program and safeguard my TOPCAP/LOGO to prevent unauthorized use.</p> <p>Signature: _____ Badge # _____ Date: _____</p>	
<p>D. LOGO Revocation::</p> <p>Signature: _____ Badge #: _____ Date: _____ Department of Aviation</p>	

City of Austin

Section 0500 Scope of Work

ABIA Security System Software Maintenance and Support Services

IFB SMW0213

City of Austin Aviation Department is seeking services from a single certified Identiv (Hirsch), Milestone Xprotect Enterprise, and Genetec Dealer for a one (1) year contract for a software maintenance service and support agreement with four (4) one year extension options. This contract will be awarded to a single Bidder offering all services required. Because of security requirements, all work under this contract must be completed by a single Prime contractor, subcontracting is not permitted.

Support shall include software maintenance agreements, database maintenance, preventative maintenance, software licenses, on-site training, systems monitoring, and troubleshooting to ensure all severity levels are met for the following:

- No Fly List Report
- TSA Threat Assessment Report
- Intellikey/Quantum interface
- Intellikey hardware and software
- EasyLobby Software and Identiv (Hirsch) integration
- Milestone Xprotect Enterprise software
- Identiv (Hirsch) SDK integration code with Genetec Security Center
- Identiv (Hirsch) Velocity Software
- Genetec Security Center Software
- BriefCam Syndex EP+ software (including Genetec integration and license)
- Database & Preventative maintenance for Identiv (Hirsch) Velocity and Genetec Security Center

- Once a year on-site factory certified instructor led training for Identiv (Hirsch) Velocity Dealer and Velocity Installation courses
- Once a year on-site factory certified instructor led training for Genetec Security Center administrator courses

All products and solutions shall meet or exceed the standard requirements, support services shall be provided through a combination of an onsite technician and offsite support as necessary. If additional technicians are required to provide support in a timely manner the vendor shall provide them at no additional charge. If the nature of the work requires additional resources over and above non business hours the vendor shall provide pricing accordingly.

The City of Austin Aviation Department has installed the Identiv (Hirsch) Velocity Access Control System Version 3.5, Milestone Xprotect Enterprise, BriefCam Syndex EP+, and Genetec Security Center Version 5.2. Associated components include:

- No Fly List Report – 1 license
- TSA Threat Assessment Report – 1 license
- IntelliKey/Quantum interface – 1 license
- Hirsch SDK integration code with Genetec Security Center Version 5.2
- BriefCam integration with Genetec Security Center Version 5.2

The City of Austin has purchased a software license for No Fly List Report, TSA Threat Assessment Report, IntelliKey/Quantum interface; which will expire in 565 calendar days from 11/1/2014.

Austin-Bergstrom International Airport normal business hours are Monday-Friday 8am to 5pm, excluding city holidays.

A. Software maintenance report requirements

- i. Telephone and/or e-mail support response.
 1. Vendor shall provide support for problem resolution twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. Vendor shall provide a toll-free telephone number accessible 24/7 to a live person competent with providing support quickly and efficiently to problem resolution. **NO**

EXTERNAL REMOTE CONNECTIVITY WILL BE ALLOWED.

Vendor shall meet the severity levels listed below.

2. Support calls will be submitted utilizing the follow severity definitions. Definitions are listed below:

	Severity Definition
Severity 1	Critical Impact/System Down: Critical software component is inoperable or critical interface has failed. This indicates you are unable to use the Program resulting in a critical impact on operations. This condition requires an immediate solution.
Severity 2	Significant Impact: A software component is severely restricted in its use causing significant business impact. This indicates the Program is usable but is severely limited.
Severity 3	Moderate Impact: A noncritical software component is malfunctioning, causing moderate business impact. This indicates the Program is usable with less significant features.
Severity 4	Minimal Impact: A noncritical software component is malfunctioning, causing minimal impact; or, a nontechnical request is made.

3. Support calls shall comply with the following response times based on severity level reported:

Severity Level	Impact	Response Goal
Severity 1	Critical business impact	Acknowledge request within fifteen minutes (15) via email or phone. On-site support within one (1) hour or if requested.
Severity 2	Significant business impact	Acknowledge request with in thirty minutes

		<p>(30) via email or phone.</p> <p>On-site support within one (1) hour or if requested.</p>
Severity 3	Some business impact	<p>Acknowledge request with in thirty minutes (30) via email or phone.</p> <p>On-site support within two (2) hours or if requested.</p>
Severity 4	Minimal business impact	<p>Acknowledge request within one hour (1) via email or phone.</p> <p>On-site support within two (24) hours if requested.</p>

4. Time to resolve issues will be as follows:

Severity Level	Impact	Resolution
Severity 1	Critical business impact	Resolve issue within four (4) hours
Severity 2	Significant business impact	Resolve issue within four (4) hours
Severity 3	Some business impact	Resolve issue within twelve (12) hours
Severity 4	Minimal business impact	Resolve issue within next business day.

ii. Escalation Procedures

1. Vendor shall provide an escalation list of upper management to enable problem resolution in the event problems are not resolved according to ABIA requirements.

iii. Preventative maintenance and performance monitoring

1. Hirsch Professional Services Group and Genetec Professional Services Group shall perform quarterly, 3 day maintenance visits at customer site for Austin-Bergstrom International Airport. Preventative maintenance and performance monitoring events will be scheduled with ABIA's Security System owners' five (5) working days in advanced. The Aviation Department has the right to cancel a scheduled event due to the Aviation Department's business needs. Vendor shall provide a report for all of the preventative maintenance completed each time. The reports shall be submitted via an electronic document for archival purposes. The electronic document format will have to be approved by the ABIA Security System owner. Preventative maintenance tasks shall be coordinated with the Department of Aviation to ensure no service disruption occurs.
 - Perform preventative maintenance SQL tasks based on Microsoft best practices.
 - Test Redundancy and Failover performance to ensure no service disruption.
 - Check Identive (Velocity)/Genetec (Security Center) logs for error messages; troubleshoot and repair as required.
 - Archive Alarm/Event Logs
 - Remove physical and logical fragmentation from indexes
 - Remove extra space from data and log files
 - Troubleshoot (when necessary) customized Identiv (Hirsch) Velocity reports

- Software updates, patches or bug fixes, specific to Austin-Bergstrom International Airport, shall be provided, tested and installed at no additional costs.
- No software updates, patches or bug fixes shall be performed without prior approval of the City of Austin, Department of Aviation.
- Vendor must provide completed ABIA change control document for all software updates, patches or bug fixes. ABIA change control document will be provided at the execution of the contract.

B. Advanced Hardware level maintenance support as required to be invoiced as time and material

- Corrective maintenance shall be defined as work required to repair a defect in equipment or software whether or not there is actually an outage and whether or not any outage involved is caused by an internal failure. The vendor shall be responsible for performing the functions listed below
 - Troubleshoot hardware issues
 - Provide written invoice to include issue, time and material to resolve issue
 - No work will be performed until the vendor receives written approval from the City of Austin – Aviation Department designated representative.
 - All work shall be performed during standard business working hours unless approved by the City.
 - If the work is performed after normal business hours, the work must be approved by the appropriate City personnel in writing and it will be charged at the agreed upon rates listed in the pricing section of the Bid Sheet, section 0600.
 - Defective parts will be sent for RMA to the appropriate manufacturer

- Spare parts will be installed until the defective part has been returned from the manufacturer
 - Percentage markup for equipment not to exceed 25% percent of the retail value.
- C. On-site factory certified instructor led training for Indentiv (Hirsch) Velocity Dealer Course and Installation course, Genetec Security Center and Milestone Xprotect Enterprise training.
- i. Provide a certified Hirsch-Identive Authorized instructor-led training for Velocity Dealer Course and Velocity Installation course based on approved Hirsch Electronic user training curriculum and requirements.
 - ii. Provide a certified Genetec Authorized instructor for Genetec Security Center Administrator Training course based on approved Genetec user training curriculum and requirements.
 - iii. Provide a certified Milestone Authorized instructor for Milestone Xprotect Enterprise Administrator Training course based on approved Milestone user training curriculum and requirements. Training to include training materials per student in Austin, Texas utilizing ABIA site specific hardware and software installation.
- D. Security and Confidentiality
- i. The winning bidder will be required to sign a non-disclosure agreement and keep the details of ABIA instruction and security system confidential. The winning bidder will be required to acknowledge the receipt of Austin-Bergstrom International Airport, Airport Security Program section 4- Personnel Identification and will control the document in accordance with 49 CFR 1541.7. (Attachment A)

Airport Security Requirements

PART 1 – GENERAL

1.2 SUMMARY

- A. Access to any security or emergency documents must be approved by the Security Manager.
- B. Due to the ever changing environment of Airport security, requirements may change at any time.
- C. SENSITIVE SECURITY INFORMATION must be protected at all times.

WARNING: This document contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this document may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For US government agencies public disclosure is governed by 5 U.S.C. 552 and CFR part 15 and 1520.

1.3 RESTRICTED AREAS ACCESS POLICIES

Escorted Access: For this project Individuals shall submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office will allow access, as approved by the Security Manager, to security areas and security documents. The Department of Aviation will provide escort services as part of this project as needed. Requests for access must be submitted in writing in advanced to the Security Manager so work can be scheduled accordingly.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division shall approve access into DOA telecommunication rooms. The DOA Building Maintenance Division shall approve access into electrical and/or maintenance rooms. A DOA employee shall accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

The following procedures shall be followed for approved parking.

1. The Contractor will contact Airport Communications (530-2242) to advise they are arriving at the terminal, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
2. The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances shall the Contractor's vehicle operator leave the vehicle prior to security inspection.

1.4 SECURITY CLEARANCE PROCEDURES

Contractor should allow 7-10 days for completion of security screening processing. Please contact Security and ID at 530-6360 for business hours.

1. Security requirements are as per Section 0400, paragraph 10 including the requirements in Attachment B
2. Non-U.S. citizen bidders shall provide governmental proof of work authorization and an ABIA **Documentation Verification Form** reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.

**BID SHEET
CITY OF AUSTIN
IFB SMW0213**

BUYERS Shawn Willett; Jane Neal

Provide complete information Below

YEAR ONE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Software maintenance and support for all systems, per section 0500 Scope of Work	1	Year	\$_____	\$_____

YEAR TWO (EXTENSION OPTION 1)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
2	Software maintenance and support for all systems, per section 0500 Scope of Work	1	Year	\$_____	\$_____

YEAR THREE (EXTENSION OPTION 2)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
3	Software maintenance and support for all systems, per section 0500 Scope of Work	1	Year	\$_____	\$_____

YEAR FOUR (EXTENSION OPTION 3)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
4	Software maintenance and support for all systems, per section 0500 Scope of Work	1	Year	\$_____	\$_____

YEAR FIVE (EXTENSION OPTION 4)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
5	Software maintenance and support for all systems, per section 0500 Scope of Work	1	Year	\$_____	\$_____

TOTAL BID PRICE \$_____

**BID SHEET
CITY OF AUSTIN
IFB SMW0213**

Advanced Level Hardware Support (An annual amount not to exceed \$30,000 will be added for these as needed services)

Percentage mark-up from list price for parts _____%

Hourly rate for Advanced Support, regular hours \$_____

Hourly rate for after hours, weekends, and Holidays \$_____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

TELEPHONE _____

Exhibit 1

Checklist of Required Certifications/Licenses

Complete and include with Bid

(All licenses must be held by Prime Contractor, No Subcontracting Permitted)

Select all that apply:

- _____ Identiv (Hirsch Velocity)
- _____ Milestone Xprotect Enterprise
- _____ Genetec Security Center
- _____ DPS Private Security Bureau

By signing below I certify that we hold current certifications for all systems checked off above

Company Name

Written name

Signature

***Include documentation of all certifications with this checklist**

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

SUBCONTRACTOR(S):

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

Section 0815: Living Wages and Benefits Contractor Certification

Company Name _____

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.00 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: **SMW0213**
ADDENDUM NO. **1**
DATE OF ADDENDUM: **DECEMBER 5, 2014**

This addendum is to incorporate changes to the following solicitation document:

A. Questions and Answers

Question: Both Easylobby and Hirsch Identiv cannot find the license key for the airport's Easylobby visitor management software to verify if support is up to date and what the cost is for next year?

Response: The Airport has 6 licenses, maintenance on these expired on 12/5/2013

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett
Shawn M. Willett, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2274

ACKNOWLEDGED BY:

SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH BID OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: SMW0213
ADDENDUM NO. 2
DATE OF ADDENDUM: DECEMBER 9, 2014

This addendum is to incorporate changes to the following solicitation document:

A. The Bid Opening Date and time are hereby changed to:

Bid Due prior to 2:00 PM on December 16, 2014

Bid Opening Time and Date : 2:15 PM on December 16, 2014

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett

Shawn M. Willett, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2274

ACKNOWLEDGED BY:

SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH BID OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.