

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Champion National Security, Inc. (“Contractor”)
for
Citywide Security Guard Services
NA170000083**

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 Champion National Security, Inc. having offices at 3201 Cherry Ridge Drive, Suite B-202, San Antonio, TX 78230 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 RFP RWS0501.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, RFP RWS0501 including all documents incorporated by reference
- 1.1.3 Champion National Security, Inc.’s Offer, dated October 12, 2016, 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 24 months and may be extended thereafter for up to three 12-month extension options, 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 \$353,674 for the initial Contract term and \$176,837 for each extension option as indicated in the Bid Sheet, IFB Section 0600. 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.

CHAMPION NATIONAL SECURITY, INC.

CITY OF AUSTIN

Printed Name of Authorized Person

Roger Stricklin

Printed Name of Authorized Person

Signature

Signature

Title:

Corporate Contract Administrator

Title:

Date:

Date:

Exhibits

A – Offeror’s Pricing

B – Offeror’s Proposal

EXHIBIT A

GROUP A - LARGE DEPARTMENTS				
BUILDING SERVICES DEPARTMENT				
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price
1	Supervisor/Lead Security Guard	173	\$23.41	\$4,049.93
2	Security Guard	1907	\$19.81	\$37,777.67
3	Account Manager	20	\$24.13	\$482.60
Monthly Service Amount				\$42,310.20
Annual Amount (Monthly Amount X 12)				\$507,722.40
Supervisor/Lead Security Guard		Hourly Rate		
4	Non-Regular Hours Rate			\$35.12
5	Emergency Hours Rate			\$37.46
6	Holiday Hours Rate			\$35.12
Security Guard		Hourly Rate		
7	Non-Regular Hours Rate			\$29.72
8	Emergency Hours Rate			\$31.70
9	Holiday Hours Rate			\$29.72
AUSTIN WATER				
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price
1	Lead Officer	173	\$23.41	\$4,049.93
2	Security Officer I	3484	\$19.81	\$69,018.04
3	Security Officer II	1577	\$20.53	\$32,375.81
4	Security Officer III	3640	\$21.25	\$77,350.00
5	Account Manager	20	\$24.13	\$482.60
Monthly Service Amount				\$183,276.38
Annual Amount (Monthly Amount X 12)				\$2,199,316.56
Lead Officer (include patrol vehicle cost for Lead Officer only)		Hourly Rate		
6	Non-Regular Hours Rate			\$35.12
7	Emergency Hours Rate			\$37.46
8	Holiday Hours Rate			\$35.12
Security Officer I		Hourly Rate		
9	Non-Regular Hours Rate			\$29.72
10	Emergency Hours Rate			\$31.70
11	Holiday Hours Rate			\$29.72
Security Officer II		Hourly Rate		
12	Non-Regular Hours Rate			\$30.80
13	Emergency Hours Rate			\$32.85
14	Holiday Hours Rate			\$30.80
Security Officer III		Hourly Rate		
15	Non-Regular Hours Rate			\$31.88
16	Emergency Hours Rate			\$34.01
17	Holiday Hours Rate			\$31.88

GROUP B - SMALL/MEDIUM DEPARTMENTS				
MUNICIPAL COURT DEPARTMENT				
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price
1	Supervisor/Lead Security Guard	Only as Requested by DCM	\$23.41	
2	Security Guard	659	\$19.81	\$13,054.79
Monthly Service Amount				\$13,054.79
Annual Amount (Monthly Amount X 12)				\$156,657.48
Supervisor/Lead Security Guard		Hourly Rate		
3	Non-Regular Hours Rate			\$35.12
4	Emergency Hours Rate			\$37.46
5	Holiday Hours Rate			\$35.12
Security Guard		Hourly Rate		
6	Non-Regular Hours Rate			\$29.72
7	Emergency Hours Rate			\$31.70
8	Holiday Hours Rate			\$29.72
COMMUNITY COURT DEPARTMENT				
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price
1	Supervisor/Lead Security Guard	Only as Requested by DCM	\$23.41	
2	Security Guard	433	\$19.81	\$8,577.73
Monthly Service Amount				\$8,577.73
Annual Amount (Monthly Amount X 12)				\$102,932.76
Supervisor/Lead Security Guard		Hourly Rate		
3	Non-Regular Hours Rate			\$35.12
4	Emergency Hours Rate			\$37.46
5	Holiday Hours Rate			\$35.12
Security Guard		Hourly Rate		
6	Non-Regular Hours Rate			\$29.72
7	Emergency Hours Rate			\$31.70
8	Holiday Hours Rate			\$29.72
LIBRARY DEPARTMENT				
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price
1	Supervisor/Lead Security Guard	Only as Requested by DCM	\$23.41	
2	Security Guard	346	\$19.81	\$6,854.26
Monthly Service Amount				\$6,854.26
Annual Amount (Monthly Amount X 12)				\$82,251.12
Supervisor/Lead Security Guard		Hourly Rate		
3	Non-Regular Hours Rate			\$35.12
4	Emergency Hours Rate			\$37.46
5	Holiday Hours Rate			\$35.12
Security Guard		Hourly Rate		
6	Non-Regular Hours Rate			\$29.72
7	Emergency Hours Rate			\$31.70
8	Holiday Hours Rate			\$29.72

HEALTH AND HUMAN SERVICES DEPARTMENT				
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price
1	Supervisor/Lead Security Guard	Only as Requested by DCM	\$23.41	
2	Security Guard	1010	\$19.81	\$20,008.10
Monthly Service Amount				\$20,008.10
Annual Amount (Monthly Amount X 12)				\$240,097.20
Supervisor/Lead Security Guard		Hourly Rate		
3	Non-Regular Hours Rate			\$35.12
4	Emergency Hours Rate			\$37.46
5	Holiday Hours Rate			\$35.12
Security Guard		Hourly Rate		
6	Non-Regular Hours Rate			\$29.72
7	Emergency Hours Rate			\$31.70
8	Holiday Hours Rate			\$29.72
AUSTIN RESOURCE RECOVERY DEPARTMENT				
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price
1	Supervisor/Lead Security Guard	Only as Requested by DCM	\$23.41	
2	Security Guard	260	\$19.81	\$5,150.60
Monthly Service Amount				\$5,150.60
Annual Amount (Monthly Amount X 12)				\$61,807.20
Supervisor/Lead Security Guard		Hourly Rate		
3	Non-Regular Hours Rate			\$35.12
4	Emergency Hours Rate			\$37.46
5	Holiday Hours Rate			\$35.12
Security Guard		Hourly Rate		
6	Non-Regular Hours Rate			\$29.72
7	Emergency Hours Rate			\$31.70
8	Holiday Hours Rate			\$29.72
WATERSHED PROTECTION DEPARTMENT				
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price
1	Supervisor/Lead Security Guard	Only as Requested by DCM	\$23.41	
2	Security Guard	500	\$19.81	\$9,905.00
Monthly Service Amount				\$9,905.00
Annual Amount (Monthly Amount X 12)				\$118,860.00
Supervisor/Lead Security Guard		Hourly Rate		
3	Non-Regular Hours Rate			\$35.12
4	Emergency Hours Rate			\$37.46
5	Holiday Hours Rate			\$35.12
Security Guard		Hourly Rate		
6	Non-Regular Hours Rate			\$29.72
7	Emergency Hours Rate			\$31.70
8	Holiday Hours Rate			\$29.72

FLEET SERVICES DEPARTMENT				
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price
1	Supervisor/Lead Security Guard	Only as Requested by DCM	\$23.41	
2	Security Guard	173	\$19.81	\$3,427.13
Monthly Service Amount				\$3,427.13
Annual Amount (Monthly Amount X 12)				\$41,125.56
Supervisor/Lead Security Guard		Hourly Rate		
3	Non-Regular Hours Rate			\$35.12
4	Emergency Hours Rate			\$37.46
5	Holiday Hours Rate			\$35.12
Security Guard		Hourly Rate		
6	Non-Regular Hours Rate			\$29.72
7	Emergency Hours Rate			\$31.70
8	Holiday Hours Rate			\$29.72
PARKS AND RECREATION DEPARTMENT				
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price
1	Patrol Services	84	\$19.81	\$1,664.04
Monthly Service Amount				\$1,664.04
Annual Amount (Monthly Amount X 12)				\$19,968.48
2	Emergency Hours Rate			\$31.70
3	Holiday Hours Rate			\$29.72

GROUP C - SPECIAL SERVICES DEPARTMENT					
CONVENTION CENTER DEPARTMENT					
Item	Description	Estimated Monthly Hours	Regular Hours Rate	Extended Price	
1	Supervisor/Lead Security Guard	Only as Requested by DCM	\$23.41		
2	Security Guard	580	\$19.81	\$11,489.80	
Monthly Service Amount				\$11,489.80	
Annual Amount (Monthly Amount X 12)				\$137,877.60	
Supervisor/Lead Security Guard		Hourly Rate			
3	Non-Regular Hours Rate			\$35.12	
4	Emergency Hours Rate			\$37.46	
5	Holiday Hours Rate			\$35.12	
Security Guard		Hourly Rate			
6	Non-Regular Hours Rate			\$29.72	
7	Emergency Hours Rate			\$31.70	
8	Holiday Hours Rate			\$29.72	
EVENT SECURITY GUARD SERVICES SPECIFIC TO CONVENTION CENTER DEPARTMENT					
Item	Description	Guard Hours per Event	Regular Hours Rate	Non-Regular Hours Rate	
9	Uniformed	Small	Less than 1000	\$25.40	\$26.40
10	Uniformed	Medium	1000-2000	\$25.77	\$26.77
11	Uniformed	Large	Over 2000	\$26.79	\$27.79
12	Non-Uniformed	Small	Less than 1000	\$24.40	\$25.40
13	Non-Uniformed	Medium	1000-2000	\$24.77	\$25.77
14	Non-Uniformed	Large	Over 2000	\$25.79	\$26.79

INSTRUCTIONS FOR REQUIRED EQUIPMENT: The City may require specific equipment necessary to fulfill the related services under the Contract. List the pricing associated with the equipment listed below.

REQUIRED EQUIPMENT		
Item	Description	Monthly Fee per Unit
1	Electric Golf Cart (as specified in Department Specific Requirements)	\$325.00
2	Electric Golf Cart with Flatbed (as specified in Department Specific Requirements)	\$338.00

INSTRUCTIONS FOR OPTIONAL EVENT SERVICES: The City may occasionally have a need for event services under the Contract that are not yet specified. List the pricing associated with the event size listed below.

OPTIONAL EVENT SERVICES

EVENT RATES

Item	Description	Guard Hours per Event	Regular Hourly Rate
1	Small Event	Less than 1000	\$25.40
2	Medium Event	1000-2000	\$25.77
3	Large Event	Over 2000	\$26.79

EXHIBIT B



CHAMPION
NATIONAL SECURITY



Request for Proposal

RWS0501

Security Guard Services

Prepared Especially for:

City of Austin

Purchasing Office
124 W.8th Street, Room 308
Austin, Tx 78701

Attn: Roger Stricklin, Corporate Contract Administer
Roger.Stricklin@austintexas.gov

EXECUTIVE SUMMARY

Champion Security, Inc. founded in Dallas, TX in 1980 has been in the business of providing high quality security solutions for more than 35 years. With humble beginnings, we have expanded into over 25 states covering 35 major markets. We have grown over the years amassing annual revenues exceeding \$50 million. We are large enough and financially capable of meeting the needs of large multi-state clients while flexible enough to offer custom solutions. We are no strangers in providing the security solutions specified in this RFP.

Recently, Champion successfully completed security for the city's high profile annual event with Tableau. From all reports, our service was top notch. Our report card from various officials was an A plus. That's exactly what Champion is all about. Exceeding client expectations. We understood that going into the event the City was apprehensive due to previous disappointments with other security vendors. But, at Champion, we know how to solve problems and deliver on expectations. That's exactly what we did, and that's why we would like to be your exclusive security provider for the entire citywide contract. We are poised and positioned to deliver the best security service the city has ever seen. From management experience and quality of staff to advanced recruiting and training technology, Champion stands ready to perform in a unique way. Champion also employs one of the industry's top operations' managers in Malik Al Nafea. Mr. Al Nafea was an instrumental piece in the successful management of more than 4000 labor hours during the Tableau event put on through the City's Convention Center. Currently, Mr. Al Nafea manages Champion's security team for the parking garages at the City's Convention Center. Additionally, Mr. Al Nafea has direct government experience with the San Antonio Water Systems (SAWS), a uniquely similar operation to that of Austin Water. Whether it's Austin Water, the Convention Center, libraries or other city properties, Champion has the management team, staff, and officers in place to deliver a comprehensive solution.

Thank you for your consideration and interest in Champion. You will find that we are different from other security companies. Should you need more information or wish to discuss our bid in more detail, please do not hesitate to contact **Robb Leitgen**, our Business Development Manager, at (210) 380-6844. For additional information about our company please visit us at <http://www.champ.net>.

TABLE OF CONTENTS

Proposal successfully satisfies all required sections of the RFP for Security Services

EXECUTIVE SUMMARY

I. COA PURCHASING DOCUMENTS

- a. Signed Offer Sheet-3 pages
- b. Signed Addendums-all pages
- c. Completed Section 0605-Local Business Presence Form
- d. Completed Section 0700- Reference Sheet
- e. Completed Section 0815 - Living Wages Contractor Certification
- f. Completed Section 0835 - Non-Resident Bidder Provisions
- g. Completed and signed Section 0900 (first & second pages)

II. BUSINESS ORGANIZATION

- a. Information Sheet
- b. Authorized Negotiator
- c. Company Capacity
- d. Organization Chart
- e. Financial Information

III. EXPERIENCE & QUALIFICATIONS

- a. Statement on Relevant Experience
- b. Points of Contact
- c. Copy of License /Letter of Good Standing/Certificate of Insurance

IV. PROGRAM PLANS

- a. Operations/Management Plan
- b. Comprehensive Work Plan
- c. Communication Plan

V. RECRUITING, STAFFING & RETENTION

- a. Recruiting Strategy
- b. Staffing Strategy
- c. Retention Strategy

VI. SCHEDULING & TIMELINE

- a. Mobilization Schedule
- b. Transition Timeline

VIII. PROPOSED COST

- a. Form 0601

IX. BUSINESS EXCEPTIONS

- a. Form 0602
- b. Section 0810-Non-Collusion



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

SOLICITATION NO:
RWS0501

COMMODITY/SERVICE DESCRIPTION:
Security Guard Services

DATE ISSUED:
October 10, 2016

REQUISITION NO.:
7400 16091500712

PRE-PROPOSAL CONFERENCE TIME AND DATE:
October 20, 2016, 9:00AM CST

COMMODITY CODE:
96480

LOCATION:
Municipal Building, 124 W 8th Street,
Room 335.1
Austin, Texas 78701

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

PROPOSAL DUE PRIOR TO:
November 15, 2016 at 2:00PM CST

Primary Point of Contact:
Roger Stricklin
Corporate Contract Administrator
Phone: (512) 974-1727
E-Mail: Roger.Stricklin@austintexas.gov

PROPOSAL CLOSING TIME AND DATE:
November 15, 2016 at 2:00PM CST

LOCATION:
Municipal Building, 124 W 8th Street,
Room 308
Austin, Texas 78701

Secondary Point of Contact:
Danielle Lord
Corporate Purchasing Manager
Phone: (512) 974-2298
E-Mail: Danielle.Lord@austintexas.gov

LIVE SOLICITATION CLOSING ONLINE:
For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing 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:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RWS0501	Purchasing Office-Response Enclosed for Solicitation # RWS0501
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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

SUBMIT 1 ORIGINAL AND 8 FLASH DRIVES 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	12
0500	SCOPE OF WORK AND ATTACHMENTS	**
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	6
0601	PRICE PROPOSAL FORM – Complete and return	**
0602	PURCHASING OFFICE EXCEPTIONS FORM – Complete and return	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – 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 CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete, sign (first and second page), and return	2

*** Documents are hereby incorporated into this solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * documents 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.

**** Documents are hereby incorporated into this solicitation as attached documents with the same force and effect as if they were incorporated in full text.**

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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: Champion National Security, Inc.

Company Address: 1616 Gateway Blvd

City, State, Zip: Richardson, Texas 75080

Federal Tax ID No. 75-2304744

Printed Name of Officer or Authorized Representative: Bobby Davis

Title: Business Development Director

Signature of Officer or Authorized Representative: 

Date: 10/12/2016

Email Address: bdavis@champ.net

Phone Number: 214-615-9000

*** Proposal response must be submitted with this Offer sheet (pages 1-3)
to be considered for award.***



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS**

RFP: RWS0501

Addendum No: 1

Date of Addendum: October 28, 2016

This addendum incorporates the following changes, questions and answers to the above-referenced RFP.

I. Questions and Answers:

1. (Q) Does this solicitation have subcontracting goals? If we are uncertain if or what subcontractors we will use should we still complete the 0900?
(A) This solicitation does not have any subcontracting goals. You still must complete the 0900 Form included in the solicitation packet with either "yes" if you have established subcontractors or "no" if you do not have subcontractors established. After award if you decide to utilize subcontractors you must contact the City's Small and Minority Business Resources Department (SMBR) to complete a Change Request and the related subcontracting paperwork.
2. (Q) Does the No Contact Period include solicitations or contracts that proposers are currently working on with other City departments?
(A) No, it only includes this specific solicitation.
3. (Q) What company currently has this contract?
(A) This information is available via a public information request.
<http://www.austintexas.gov/public-information-request>
4. (Q) For the current contract, what is the per hour contracted amounts for uniformed officers?
(A) This information is available via a public information request.
<http://www.austintexas.gov/public-information-request>
5. (Q) What is the current contracted amount for supervisors?
(A) This information is available via a public information request.
<http://www.austintexas.gov/public-information-request>
6. (Q) What is the current contracted amount for emergency call ins?
(A) This information is available via a public information request.
<http://www.austintexas.gov/public-information-request>
7. (Q) What is the contracted amount for convention services?
(A) This information is available via a public information request.
<http://www.austintexas.gov/public-information-request>

8. (Q) What is the contracted amount for golf cart usages?
(A) This information is available via a public information request.
<http://www.austintexas.gov/public-information-request>
9. (Q) We are working on submitting a proposal for RFP 7400 RWS0501. We are looking to sign the form as mentioned in the below section of the RFP, but are unable to find a clean copy to include in our proposal. Would you be able to point me in the right direction to find this form or send me a clean copy?
(A) This question refers to Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification as mentioned in Section 0600, Paragraph 2.d. Please note that this Affidavit is incorporated into the RFP by reference as listed on page 2 of the Offer Sheet. No separate submittal of the form is required with an Offer. Signature of page 3 of the Offer Sheet indicates that the Offeror agrees to the requirements of Section 0810 and any other document incorporated by reference into the RFP.
10. (Q) Who is the incumbent?
(A) This information is available via a public information request.
<http://www.austintexas.gov/public-information-request>
11. (Q) For the current contract, can you provide the current turnover rate for the contract?
(A) This information has not been provided to the City; therefore, it is not available.
12. (Q) Is the contract currently union? This will impact how it is priced.
(A) The City is unaware if the employees are union or at will, and this information was not required to be provided to the City.
13. (Q) If incumbent personnel are hired, will legacy benefits and current wage rate carry over?
(A) Benefits provided to, and wages paid to incumbent personnel hired by a new contractor should be per the new contractor's business practices, subject to Living Wage requirements.
14. (Q) Will the contractor who is awarded this contract have to honor the legacy employee's tenure and grandfather their vacations based on their time of service?
(A) Benefits provided to incumbent personnel hired by a new contractor should be per the new contractor's business practices.
15. (Q) What is the current annual mileage on the security vehicle for pricing purposes?
(A) This information was not required to be provided; therefore, it is not available.
16. (Q) Is there a specific type of vehicle necessary or is it at the contractor's discretion?
(A) There is no specific requirement on the vehicle make or model.
17. (Q) In the SOW 3.2.7 it does not state any on the job training requirement for a set number of hours, is there a mandatory number of hours of training per job classification necessary prior to an employee's first day of work? The only location that specifies training hours and the number of hours that can be billed back for training is outline in Attachment D, for the Building Services Department.
(A) Training requirements will vary by department/site and will be determined by each department's Contract Manager.



18. (Q) Please state the minimum number of hours dedicated to staff ongoing/refresher training annually. Can this be billed back or included in the pricing?
(A) Unless otherwise indicated in the Scope of Work Attachments (Department Specific Requirements), the refresher training will be included in the billed pricing. Each department and/or location will differ.
19. (Q) Due to ACA compliant medical benefit requirements will this cost be inclusive in our hourly bill rates and is this acceptable?
(A) Please include the cost of ACA compliance and other overhead/benefits costs in the rates proposed.
20. (Q) Will the average hours per week fluctuate greater than 15% (this is related to staffing and training of additional personnel)
(A) The City does not anticipate any large fluctuations in hours; however, as departmental needs change there may be instances in which fluctuations do occur.
21. (Q) Will paperless workforce management and tour confirmation cloud based technology be accepted in lieu of traditional pen and paper documentation?
(A) Yes, use of paperless workforce management and tour confirmation cloud based technology is acceptable provided that the requirements of the RFP can be met regarding submittal of reporting and of invoicing documentation. The provision and use of any such software application and related hardware would be the responsibility of the Contractor (not billable to the City). Additionally, City departments may have their own required report formats for Contractor's use.
22. (Q) Are lunch and two 15 minute breaks to be factored into the pricing? Have these factors been calculated into the number of hours listed per location in the Price Proposal Form?
(A) The City recognizes and follows the applicable Federal Guidelines in reference to employee breaks and lunches.
23. (Q) Is this a lowest price bid?
(A) No, any contract award as a result of this RFP will not be based strictly on the lowest price proposed. Cost is one of several components of the Evaluation Factors that will be used to score Offers. Please refer to Section 0600, Paragraph 6 for details.
24. (Q) Will the use of a SMWBE subcontractor factor into the City's decision-making process? Will SMWBE use be included in the Evaluation Factors?
(A) Use of MWBE subcontractors may influence how many points your firm is awarded for Local Business Presence; please refer to Section 0600, Paragraph 6.
25. (Q) Does the City have or require an electronic guard monitoring system?
(A) The City does not currently have or require an electronic guard timekeeping or GPS monitoring system.
26. (Q) Does the City expect Security Guards to detain individuals?
(A) No, the City does not expect Security Guards to detain individuals. Guards shall follow the requirements outlined in Section 0500, Paragraph 4.1 for contacting 911 or the appropriate Public Safety organization in the event of an emergency situation or of the occurrence of criminal activity.



27. (Q) In section 3.4.5 of the SOW, it requires a vehicle on an as needed basis, can this be directed billed as utilized instead of include in the proposal pricing?
(A) Yes, if this requirement arises as-needed instead of on a permanent basis, patrol vehicles can be directly invoiced based on utilization.
28. (Q) In section 4.4 of the SOW, it mentions that guard will check-in 15 minutes prior to their shifts for the 2nd and 5th Street Parking Garage booths, it also listed that that time frame would be 30 minutes' prior and after the shift for the Municipal Court and Downtown Austin Court, has that additional time been calculated into the number of hours listed per location in the Price Proposal Form?
(A) The additional time for these locations has been included in the hours listed on the Price Proposal Form.
29. (Q) In section 3.1 of the ACCD Attachment A, it stipulates that ACCD may use up to 4,000 annual hours of additional guard services to supplement ACCD Security, will those hours need to be factored into our pricing and would we bill them as the service is rendered?
(A) The number of hours provided is an estimate and "up to" only, based on historical and forecasted usage. Actual hours will be event-driven and based on the requirements of ACCD's client (customer), therefore fluctuations may occur. Thus these hours could not be included in pricing. All services will be paid upon completion of services and receipt of correct invoices.
30. (Q) In the Security Guard Services for Austin Water, section 7.1 under contractor qualifications it stipulates that experience shall have occurred in the contractor's service region that includes the Central Texas area. We as a company meet all of the requirements having provided security services in Texas, Oklahoma and Missouri so is that acceptable though the majority of our business is in Oklahoma? Also of note, we would be teaming with a local Austin Based company for this solicitation.
(A) The experience has to apply to the same office that will be managing this contract.
31. (Q) As per section 3.3 of the SOW, can you elaborate with regards to what the uniform requirements would be for each location, this could have a significant impact our pricing based on what type is needed and if any seasonal uniforms are to be included. Will there be a change in the law enforcement style from long sleeve to short sleeve?
(A) It is not possible to completely delineate the uniform requirements for each location. As is stated in Section 0500, Paragraph 3.3.2, uniforms will be approved by each department's Contract Manager based on site requirements and/or event type.
32. (Q) As per section 3.2.6 of the SOW, is there a requirement such a medical exam or other method to quantify that all potential employee's assigned to this account meet the physical requirements as outlined in the SOW or is it at the company's discretion.
(A) The means of fulfilling the requirements of Section 0500, Paragraph 3.2.6 is at the vendor's discretion. Business practices, such as a medical exam or other processes, are up to the firm.
33. (Q) Besides vehicles, cellphones, personal protective equipment, and flashlights will the contractor be responsible for providing any other equipment?
(A) There is no other requirement for equipment.



34. (Q) As per the contract closeout and transition plan, will the new contractor need to provide 120-day transition plan with the RFP submission?
(A) No, there is no need to provide a 120-day transition plan with the Offer. This requirement will be incorporated into any contracts resulting from this RFP.
35. (Q) Per section 2.2 Attachment A, it outlines that the security contractor may need to provide radios and or cellphones on occasions for service at the ACCD. Can you provide an estimate of each?
(A) ACCD Security: For small and most medium-sized events, ACCD Security Division will have sufficient radios available. For the larger events, ACCD Security will coordinate with the Contractor to provide supplemental radios or cell phones. ACCD Parking: ACCD Parking will provide the radios needed for the Security Guards. If ever a need arises, ACCD Parking will coordinate with the Contractor to provide supplemental radios or cell phones.
36. (Q) Will the staff need to be CPR, 1st Aid, AED certified?
(A) This is not a requirement; however, these skills may benefit Guards in performance of their duties in case of an emergency.
37. (Q) Will the staff need to be certified in the use of OC Spray, Baton or handcuffs?
(A) This is not a requirement.
38. (Q) Will the \$13.50 Living Wage outlined in Section 0815, be the minimum wage for all locations?
(A) Yes, the \$13.50 Living Wage outlined in Section 0815 is the required minimum for all locations.
39. (Q) Tab One – Requests signed addendums, all pages – which are the addendums?
(A) This is the first Addendum to this RFP; no Addendums were included in the RFP. Addendums are a means of making notifications, changes, and clarifications to the RFP. Any Addendums issued should be signed by vendors and submitted as part of the response to this RFP.
40. (Q) Is the Price Proposal Form a part of the RFP that needs to be completed and returned?
(A) The Price Proposal Form must be completed and submitted as part of the response to this RFP.
41. (Q) What format should be used to submit financials?
(A) Financials should be submitted in two formats: (1) electronic version on flash drive as a separate document, and (2) hard copy version provided in a separate sealed envelope.
42. (Q) What is the current quantity of golf carts required?
(A) The current quantity of golf carts required is one (1) for the Building Services Department and six (6) for Austin Water.
43. (Q) How will guard training and orientation be provided, in accordance with Section 0500, Paragraph 5.2?
(A) Setting requirements for Guard training and orientation will be the responsibility of each department's Contract Manager. The requirements may be dependent on



the Guard's ability to quickly learn information, and may vary by site depending on the size of the facility/location and use of any needed equipment.

44. (Q) Section 0500, Paragraph 2.1.6 requires a Texas Department of Public Safety Manager's certification for a Supervisor/Lead Security Guard. How is this reconciled with the requirement in Section 0500, Attachment E for a DPS Non-Commissioned Security Officer Level II certification for Austin Water?
(A) Per Section 0500, Paragraph 6, in the event of any conflict between Scope of Work requirements and provisions in the Scope of Work Attachments, the applicable Attachment prevails.
45. (Q) Is the City's contract template included in the RFP?
(A) No, the City's contract template is not included in the RFP; however, the contents of the successful Offer(s) will become part of the resulting contract. Provisions that will be included in any contract resulting from this RFP can be found in Sections 0400 and 0500 (included in the RFP) and in Section 0300 (incorporated into the RFP by reference).
46. (Q) Can you please provide further clarification regarding the No-Contact Period?
(A) The No-Contact Period commenced when the RFP was issued (October 10, 2016), and remains in effect until City Council approves any contract awards and until all of the resulting contracts are executed by the City. During the No-Contact Period, the only communication from vendors to the City and from the City to vendors regarding this RFP shall flow through the persons designated on the first page of the Offer Sheet as Authorized Contacts. Any violation of the No-Contact Period will result in disqualification of offers. For the entire policy, please click on the "Anti-Lobbying Ordinance" and "Anti-Lobbying Notice of Amended Rule for Enforcement" located on the following site:
<https://www.austintexas.gov/department/purchasing>
47. (Q) Please provide further clarification on exceptions taken to the RFP.
(A) Please refer to Section 0602, Purchasing Office Exceptions Form, included in the RFP. Offerors are to indicate on this form whether or not they are taking any exceptions to any sections of the RFP. If exceptions are taken, space is provided on the form to detail those exceptions, propose alternative language and furnish justification. If no exceptions are indicated on this form or the form is not returned with the Offer, the City will presume that no exceptions will be taken. The City may deem an Offer non-responsive if exceptions are not indicated on the Section 0602, Purchasing Office Exceptions Form, but are taken later.

II. **Additional Contact:** Additional Authorized Contacts have been added to this solicitation for contractual and technical issues. Additional Authorized Contacts include:

Primary Contact:

Roger Stricklin
Corporate Contract Administrator
(512) 974-1727
Roger.Stricklin@austintexas.gov

Secondary Contacts:

Danielle Lord
Corporate Purchasing Manager
(512) 974-2298



Danielle.Lord@austintexas.gov

Matt Duree
Buyer Specialist Supervisor
(512) 974-6346
Matt.Duree@austintexas.gov

III. Attached is the sign-in sheet from the Pre-Proposal Meeting on October 20, 2016 at 9:00 AM.

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Roger Stricklin, Corporate Contract Administrator
Purchasing Office

10/28/2016
Date

ACKNOWLEDGED BY:

Champion NATIONAL SECURITY, INC.

Vendor Name



Authorized Signature

11/14/16.
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

PURCHASING OFFICE MEETING SIGN-IN SHEET

RFP & Description: RWS0501 - Security Guard Services

Meeting Date: October 20, 2016

Place/Room:
Purchasing Office
Conference Room,
Municipal Building

Buyer: Roger Stricklin

Please Print Legibly

Name	Agency/Dept.	Phone	Email
Taylor Youngblood	COA Building Sec	974-349	taylor.youngblood@austintx.gov
Phillie Adams	UNITED PROTECTIVE SERVICES	800-5745	Phillie.Adams@united-protective.com
Dan E Howard	EMERALD PI INC	651-860	dhoward@emeraldpi.com
Tim Tenberg	Sunshine Realty	974-304	ttw@sunshinerealty.com
Tim Dallas	Sunshine Security	817-987	tdallas@sunshinerealty.com
Al Gells	WALDEN SECURITY	409-4125	al.gells@waldensecurity.com
John Decker	Walden Security	409-7662304	john.decker@waldensecurity.com
Rick Price	Walden Security	636-866-1575	rick.price@waldensecurity.com
Jim Tam	USA	214-661-5701	Jim.Tam@USA-GUS.com
Robert Wien	USA	214-512-2137	robert.wien@usa.gus.com
Mike Martell	Austin Police	512-472-0040	michael.martell@austintx.gov
Rick Verardi		512-472-0020	rick.verardi@austintx.gov

PURCHASING OFFICE MEETING SIGN-IN SHEET

RFP & Description: RWS0501 - Security Guard Services

Meeting Date: October 20, 2016

Buyer: Roger Stricklin

Place/Room:
Purchasing Office
Conference Room,
Municipal Building

Please Print Legibly

Name	Company/Agency/Dept	Phone	Email
Derek Hitchie	Alfred Universal	512-418-8887	Derek.Hitchie@aus.com
Sharon Patterson	Acco's Const		Sharon.Patterson@aus.com
EUGENIE PEARAZA	APJ		APJ@AUSTINPROTECTIONSECURITY.COM
Yolanda Pedraza	Superior Security USA		iotel@superiorsecurityusa.com
Reya Ford	COA - PRR		Reya.Ford@aus.com
Derek Whelan	Whelan Security		Whelan@whelansecurity.com
Denise Reidbalsen	PIO Security		Denise@piosecuritygroup.com
Jason Krue	Alfred Universal	618-77-581	jason.krue@aus.com
Jaime Cidoro	ADU, LTD	351-245-5800	jaimecidoro@adultd.com
Hector Ruiz	Ruiz Protective	469-682-9289	hector@ruizservices.com
Grwa Pansen	Whelan		Grwa@whelansecurity.com
Jospe Valle	COA - APR	474732	jose.valle@auditfor.com
Rulando Barrera	BSD - COA	4-1707	rolando.barrera@aus.com



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS**

RFP: RWS0501

Addendum No: 2

Date of Addendum: November 14, 2016

This addendum incorporates the following change to the above-referenced RFP.

I. PROPOSAL DUE DATE AND TIME

The proposal due date and time is extended from 2:00 PM CST November 15, 2016 to 2:00 PM CST November 29, 2016.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Roger Stricklin, Corporate Contract Administrator
Purchasing Office

11/14/2016
Date

ACKNOWLEDGED BY:

Champion National Security, Inc.
Vendor Name



Authorized Signature

11-15-16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS**

RFP: RWS0501

Addendum No: 3

Date of Addendum: November 16, 2016

This addendum incorporates the following questions and answers to the above-referenced RFP.

I. Questions and Answers:

1. (Q) The hours on the Price Proposal Form and the Department Attachments are off by over 4,500 hours. We took the schedules provided in the Attachments to come up with the hours required and get the following results. Would you please provide clarification on the hours we are to price. Per Section 0500, Paragraph 6, in the event of any conflict between Scope of Work requirements and provisions in the Scope of Work Attachments, the applicable Attachment prevails. So should we price the hours based on the schedules in the Attachments?
(A) Please refer to the updated Section 0601, Price Proposal Form for corrected hours to use for pricing. This replaces the Price Proposal Form originally issued with the RFP.
2. (Q) On the Scope of Work for Austin Water Section 2.1.1.1 indicates the Lead Officer works from 7a-3:30p at Waller Creek but Section 2.1.9 indicates the Lead Officer works doing utility wide site patrols. Please explain where the Lead Officer works.
(A) The lead doubles as the 1st shift patrol officer during his/her shift. We would expect the lead to be able to do some patrol tasks which involves checking on officers from site to site.
3. (Q) On the Scope of Work both City Hall and the Municipal Building require coverage on an "as needed" basis but they are not listed on the Price Proposal Form. What rate would apply to this coverage?
(A) This coverage is only ordered by the City as required. Depending on the amount of notice given by City and the hours worked, the applicable rate could be Regular, Non-Regular, Holiday or Emergency. This scheduling listed for "as needed" services is provided as information only and is not expected to be entered in the Price Proposal Form, since "as needed" hours are not included on that Form.
4. (Q) In section 4.4, of Attachment A of the Scope of Work, it states that "15 minutes prior to the schedule start of shift, Guards for both the 2nd and 5th Street Parking garages shall check-in at the 5th Street Parking Garage booth with ACCD Parking Staff." Would the City please confirm that this time is billable to the City?

Basically, each officer working an 8 hour shift that is required to report 15 minutes early, the City would be billed for 8.25 hours as the officer is being paid for 8.25 hours.

- (A) It is correct that this time is billable to the City.
5. (Q) Section 2.2.6 of the Scope of Work addresses overtime and states that "The Overtime Rate shall be based on the Security Guard's scheduled work at individual departments, not on a combination of work at two or more departments. For example, Austin Convention Center Department (ACCD) will pay the overtime rate if ACCD requested the Security Guard to work exceeding his/her ACCD scheduled weekly working hours". However, section 2.2.8 states that "the City may require Security Guards to be held over for up to two hours after any shift and at the Regular Hours Rate". Would the City please confirm that if the officer is requested to hold over after any shift and the officer exceeds their scheduled weekly working hours, that the additional time is billable to the City at an overtime rate, as identified in section 2.2.6?
- (A) The provisions of Paragraph 2.2.8 of the Scope of Work apply until the officer exceeds their scheduled weekly working hours. Thereafter the officer's time is billable at the Overtime rate.
6. (Q) Section 3.2.7 of the scope of work briefly outlines training for the officers. Would the City please provide the minimum number of hours for pre-assignment training each officer must receive? Additionally, would the City please identify the minimum number of hours of on the job training required by each department?
- (A) Training requirements will vary by department/site and will be determined by each department's Contract Manager.
7. (Q) Section 3.2.8.3 of the scope of work identifies the experience requirements for the supervisors/lead guards. Do the current supervisors/lead guards meet these requirements today?
- (A) This information is available via a public information request.
<http://www.austintexas.gov/public-information-request>
8. (Q) Is it the City's expectation that the Single Point of Contact for the program is dedicated to the contract or can the person have other responsibilities for the organization?
- (A) The Single Point of Contact can have other responsibilities but must meet the requirements of the Scope of Work.
9. (Q) Section 3.3.9 of the scope of work states that the contractor is "responsible for any theft or property damage occurring at any site staffed by a Security Guard during hours of service due to negligence or dereliction of duty, as determined by the DCM." Will the City have an appeal process if the contractor believes that they have been improperly assessed by the DCM? If so, who will mediate between the contractor and the DCM?
- (A) The City's Dispute Resolution process is identified in Section 0300, Paragraph 48. Section 0300 is incorporated into this RFP by reference.
10. (Q) Section 3.5.1.5 of the scope of work states that the City may "Change, add, or drop sites with at least 24 hours' notice at the Regular Hours Rate." and the next subsection states that "If the City adds or reduces the number of Security Guards



without at least 24 hours' notice to the Contractor, the Contractor may invoice at the Non-Regular Hours Rate. After one day of the change, the Contractor shall resume invoicing at the Regular Hours Rate". However, section 2.2.5 states that the hourly bill rate for services scheduled less than three calendar days prior to the start date are billed at the non-regular hours rate. Would the City please confirm that any additional hours requested with less than three calendar day notice is billable at the overtime bill rate?

- (A) Additional services requested with less than three calendar days of notice may be billable at the Non-Regular rate unless the Contractor agrees to charge the Regular rate.
11. (Q) I have a question about the Account Manager role for Group A. The estimated monthly hours are 20. Is that a typo? Usually, that position is a 40 hour per week position. Can you please clarify? Also, will there be another addendum coming out?
- (A) Please provide pricing based on the hours currently shown in Section 0601, Price Proposal Form. After the receipt of proposal the City may entertain discussions on modifying the Account Manager's hours.
12. (Q) Are proposers expected to use the attached form to submit our pricing?
- (A) This question refers to Section 0601, Price Proposal Form. Yes, this is the document that Offerors are required to use to submit their pricing for those hours specifically listed in Section 0601. In order to be certain that you have the most up to date form, please utilize Vendor Connection and download the Price Proposal Form that is attached to the RFP:
https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm. Please note however, that Section 0600, Proposal Preparation Instructions & Evaluation Factors, allows for submittal under Tab 7 of any itemized additional services your company can offer and the associated prices and/or discounts offered to the City. Such submittals should be provided within that tab using a format other than the Section 0601 Price Proposal Form.
13. (Q) Section 0500, p. 2, 2.1.6 states that the Supervisor or Lead Security Guard must have a minimum of 5 years' experience in security services in a similar environment. However, Section 0600, p. 2, Tab 3, b. states that all employees are required to have a minimum of five years' experience in security, loss prevention, or law enforcement -- with a security education or degree counting toward one year of experience. Please clarify if only the Supervisor or Lead Security Guard are required to have 5 years of experience, or if all security officers assigned to the City of Austin contract must have 5 years of experience.
- (A) All employees that will perform work under any contract awarded are required to have a minimum of five years' experience in security, loss prevention, or law enforcement -- with a security education or degree counting toward one year of experience. The Supervisor/Lead Security Guard is further required to have their minimum five years of experience in a working environment similar to that described in the Scope of Work, as well as possessing their Texas Department of Public Safety Manager's certification. These minimum years of experience apply unless different from the specific departmental requirements listed in the attachments to the Scope of Work, in which case the specific departmental requirements prevail.



14. (Q) **Section 0500, p. 4, 3.2.6.1-3** seems to indicate that officers must pass a "fit for duty" test administered by a licensed health official. Please clarify how this should be administered and how the company shall prove the officers have met these qualifications if "fit for duty" testing is not required.
- (A) Contractors may choose a means of meeting this requirement per their current practices. According to Paragraph 5.1 of the Scope of Work, the City may review Contractor records and procedures to "ensure personnel being assigned to the City Contract are fully qualified to perform under the Contract." Additionally, right to audit provisions are shown in Section 0300, Paragraph 17, incorporated into the RFP by reference.
15. (Q) **Section 0500, p. 7, 3.5.1.4.4** states that the Supervisor/Lead Security Guard must be on site during the initial posting for Special Events, as well as every shift change, but is not required to remain for the entire event or shift. Is it acceptable to require the Supervisor to be on site during the initial posting, and available by phone for the remainder of the event without having to return for every shift change?
- (A) This will largely depend on the size of the show and the number of Security Guards needed for each show. Historically, ACCD has found that when using a significant number of guards, issues and problems are minimized when the Supervisor/Lead is onsite during shift changes. ACCD will coordinate with the Contractor during the pre-event planning phase to determine when and if the Supervisor/Lead will need to be on site during each shift-change. If ACCD agrees that Supervisors/Leads do not need to be onsite during shift changes, ACCD will waive this requirement in writing. In the absence of a written waiver by ACCD, the Supervisors/Leads will be required onsite during shift changes.
16. (Q) **Section 0500-ATT F, p. 1, 1.1** states 24/7 patrolling services is required at various locations throughout the contract period; this equates to a minimum of 168 hours per week. However, in **Section 0601: Price Proposal Form**, under the **Parks and Recreation Department** portion, patrol services are estimated at 84 hours per month, or approximately 20 hours per week; this would align with **2.2 of Section 0500-ATT F** that requires three random visits during a 24-hour period (assuming the visits to the two listed locations last approximately 30 minutes). Please clarify which weekly hour total is correct.
- (A) The total shown in Section 0601, Price Proposal Form is correct (estimated at 84 hours per month). The statement in Attachment F, Paragraph 1.1 regarding 24 hour patrolling services is only for information.
17. (Q) **Section 0600, p. 2 under Tab 3 - Experience & Qualifications, b.** states that resumes must be provided for all employees who will perform work under the resulting Contract. Additionally, **Section 0815: Living Wages Contractor Certification** requests the names and job titles of all officers directly assigned to the Contract. Without being the incumbent and having access to incumbent personnel's information in order to determine the number of new officers needed, is it acceptable for respondents to provide resumes and living wages certification for those employees that will be in managerial positions only? If this is not acceptable, can you please provide the names and job titles of all officers currently assigned to the contract?
- (A) Section 0815 requires identification of all employees who will be directly assigned to work under any contract resulting from this solicitation, not just management. Directly assigned is defined as Contractor employees that are named or identifiable in the Contract, named or identifiable in the order, named or identifiable



In the invoice, or named or identifiable in some other deliverable. Any current employee that will be so assigned shall be listed on the certification.

Information on names and job titles of all officers currently assigned to the contract can be obtained via a public information request.

<http://www.austintexas.gov/public-information-request>

18. (Q) Are all Supervisor/Lead Security Guards required to complete the Texas Department of Public Safety Manager's certification, or only the Account Manager?
(A) This certification requirement is specific to the Supervisor/Lead Security Guards.
19. (Q) What are the current pay rates and bill rates for all positions for this project?
(A) This information is available via a public information request.
<http://www.austintexas.gov/public-information-request>
20. (Q) What are the names of the suppliers currently performing the work for this contract and at which departments?
(A) This information is available via a public information request.
<http://www.austintexas.gov/public-information-request>
21. (Q) If incumbent officers are hired by the new supplier, will they meet the qualifications as laid out within the RFP, or will they be grandfathered for background checks, training, and testing?
(A) Decisions regarding background checks, training, and testing should be made per the new contractor's business practices.
22. (Q) Only Austin Water distinguishes between guard levels I, II and III. Are all the other departments only using Level I guards?
(A) The classifications of Security Officers I, II and III are unique to Austin Water. These are job titles and not Level designations. The Level requirements for other departments are listed in the Scope of Work.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

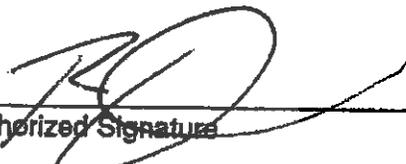


Roger Stricklin, Corporate Contract Administrator
Purchasing Office

11/16/2016
Date

ACKNOWLEDGED BY:

Champion National Security Inc.
Vendor Name



Authorized Signature

11-18-16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS**

RFP: RWS0501

Addendum No: 4

Date of Addendum: November 21, 2016

This addendum incorporates the following question and answer to the above-referenced RFP.

I. Questions and Answers:

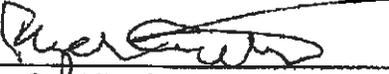
1. (Q) In receipt of the most recent Addendum (No 3.) whereby it states that every officer must have 5 years of experience for them to service this program, this requirement is highly unusual and would not be feasible for any one security company to support given the size of this program. Delivering to you 90 officers with 5 years of experience would be virtually impossible to service especially when you consider the need for event staffing for the Convention Center. We absolutely agree that the supervisors would need to have this experience. However, we are asking you to reconsider this requirement for all officers.

- (A) The City has reconsidered the five-year experience requirement and is willing to accept a minimum of one year of experience for Security Guards. Additionally, the City is willing to accept a minimum of three years of experience for Supervisors/Lead Security Guards.

Please note that, per Section 0500 Scope of Work, Paragraph 6, Specific Departmental Requirements still prevail if they deviate from the minimum years of experience stated in this Addendum.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

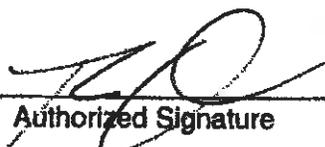


Roger Stricklin, Corporate Contract Administrator
Purchasing Office

11/21/2016
Date

ACKNOWLEDGED BY:

Champion National Security, Inc
Vendor Name



Authorized Signature

11/22/2016
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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 SHALL 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 (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR: *Champion National Security Inc*

Name of Local Firm:	<i>Champion National Security Inc</i>	
Physical Address:	<i>9101 Burnet Rd. #110, Austin TX 78758</i>	
Is your headquarters located in the Corporate City Limits?	Yes	<input checked="" type="radio"/> No
OR		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

*

* We will be hiring and employing many residents of the City of Austin.

* We have a large database of licensed security officers (also just successfully performed City of Austin Event - Tableau)

SUBCONTRACTOR(S):

N/A

Name of Local Firm:		
Physical Address:		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
OR		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm:		
Physical Address:		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
OR		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name Champion National Security, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Save A Lot

Name and Title of Contact Rob Selah , Loss Prevention Manager

Project Name Security and Loss Prevention

Present Address 100 Corporate Office Dr.

City, State, Zip Code Earth City, MO 63045

Telephone Number (940) 495-8767 Fax Number ()

Email Address robert.a.selah@savealot.com

2. Company's Name City of Austin

Name and Title of Contact Roger Stricklin, Corporate Contract Administrator

Project Name Security Guard Services

Present Address PO Box 1088

City, State, Zip Code Austin, TX 78767

Telephone Number (512) 974-1727 Fax Number (512) 974-2388

Email Address roger.stricklin@austintexas.gov

3. Company's Name Dallas Zoo

Name and Title of Contact Carmen Hannold

Project Name Security Guard Services

Present Address 650 S RL Thornton Frwy

City, State, Zip Code Dallas, TX 75203

Telephone Number (469) 554-7550 Fax Number ()

Email Address carmen.hannold@dallaszoo.com

Section 0815: Living Wages Contractor Certification

Company Name: Champion National Security, Inc

Pursuant to the Living Wages provision (as defined in 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 \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title
Malic Al Nafa	District Manager

USE ADDITIONAL PAGES AS NECESSARY

BD
BD

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 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 affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

NO ISSUES with this
BD

Section 0835: Non-Resident Bidder Provisions

Company Name: Champion National Security Inc

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

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

Answer: Resident Bidder/Offeror (Texas)

(1) Texas Resident Bidder/Offeror- A Bidder/Offeror 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/Offeror- A Bidder/Offeror who is not a Texas Resident Bidder/Offeror.

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

Answer: N/A Which State: N/A

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

Answer: N/A

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE)

No Goals Form

SOLICITATION NUMBER:	RWS0501
PROJECT NAME:	Security Guard Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Offeror is required to comply with the City's MBE/WBE Procurement Program, if areas of Subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror shall 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 or provide the supplies or materials. The Offeror must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will Subcontractors, Sub-consultants, or Suppliers be used to perform portions of this Contract? (Check the box that is applicable below and follow the instructions as indicated; only check one box.)

- If **NO**, please sign the No Goals Form and submit it with your Offer.
- If **YES**, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Offer in a separate sealed envelope.

After Contract award, if your firm Subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any Subcontractor, Sub-consultant, or Supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if Subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
Champion National Security, Inc.	
Company Name	
Bobby Davis, Business Development Director	
Name and Title of Authorized Representative (Print or Type)	
	10/12/2016
Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	RWS0501
PROJECT NAME:	Security Guard Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Champion National Security, Inc		
Address	1616 Gateway Blvd		
City, State Zip	Richardson, TX 75080		
Phone Number	214-615-9000	Fax Number	972-235-7231
Name of Contact Person	Bobby Davis		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Bobby Davis, Business Development Director

Name and Title of Authorized Representative (Print or Type)

[Handwritten Signature]

10/12/2016

Signature

Date

Provide a list of all proposed Subcontractors / Sub-consultants / Suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

BUSINESS ORGANIZATION

Information Sheet

A. Full Name: Company Name: Champion Security, Inc.

Local Address: 9101 Burnet Road
Suite B-110
Austin, Tx

Corporate Address: 1616 Gateway Blvd.
Richardson, Tx 75080

Entity Type: Corporation

State of Incorporation: Texas

Security License Number: B06005C

Licensed to practice: TX, OK, LA, MS, TN, GA, FL, NC, MO, PA, MD, IL

Number of Years in Business: 35

B. Authorized Negotiator

Name: Bobby Davis

Address: 1616 Gateway Blvd.
Richardson, Tx 75080

Telephone: (214) 701-6676 mobile
(214) 615-9000 office

C. Organizational Capacity

Company Mission: To make lives better by keeping people safe, protecting valuable assets, and providing great jobs.

Financial Resources: 2015 Annual Revenues: \$55 million

Organizational Stability / Dedicated Resources:

In addition to our local Austin office, Champion will pull from the resources of our Corporate office in Richardson, San Antonio, and Houston offices. These offices will provide financial, management, and labor support. See org chart

Industrial Knowledge / Unique Knowledge / Skills and Abilities:

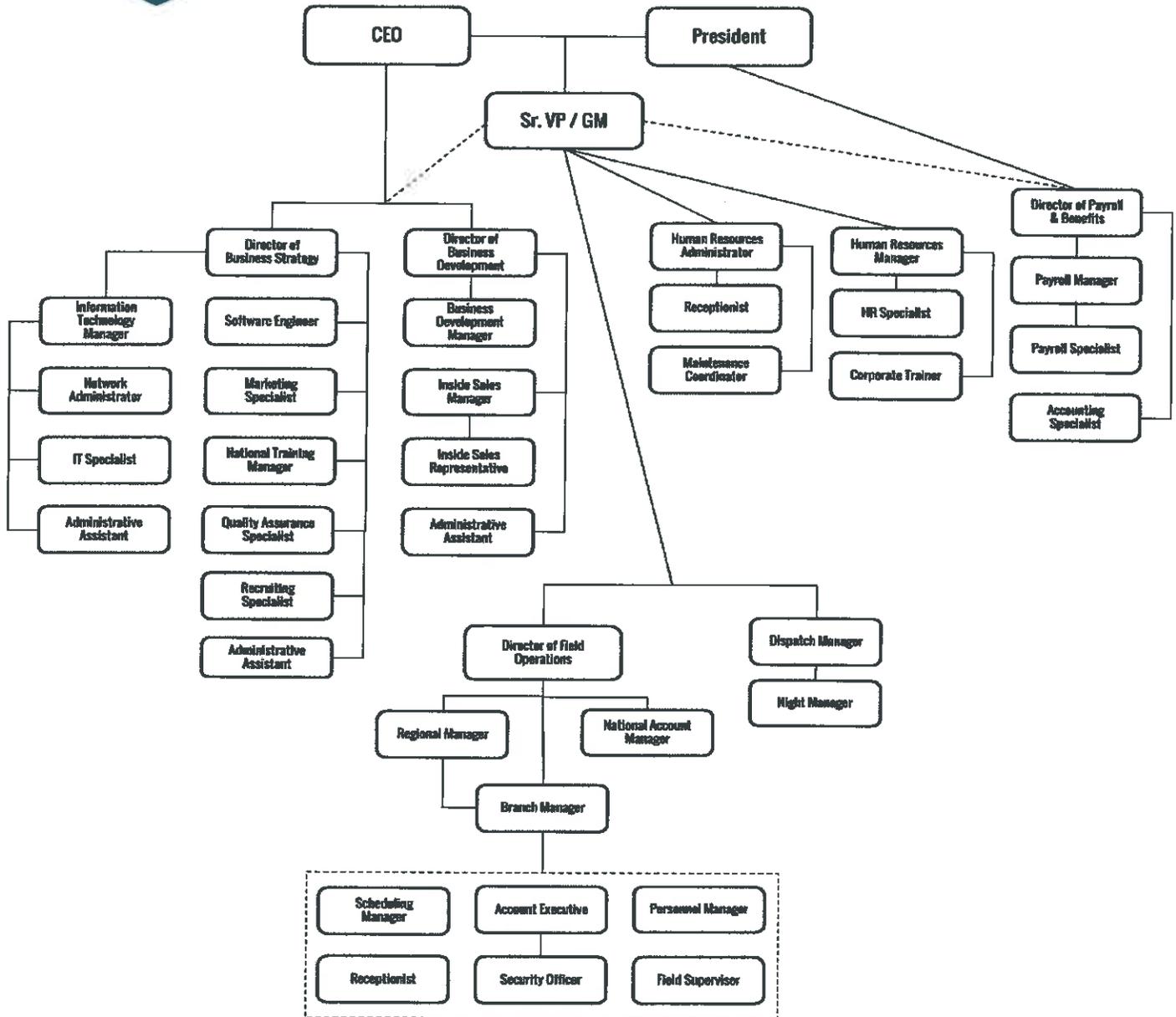
Champion has 35 years of experience protecting our customers' people and property. Our founding partners continue to oversee our growth and direction. Champion has a diverse portfolio of clients. These include government, manufacturing, retail, industrial, industrial-office, and healthcare. Because of this, Champion has developed a unique management team with skills and experience that covers all areas of physical security.

D. Organizational Structure & Reporting



Champion National Security Org Chart

The structure and organization of the roles at Champion.



Interface with City of Austin:

Champion will continue using Mr. Robb Leitgen to interface with City Department's Manager. Contract Manager. Additionally, Mr. Malik Al Nafea as our main point of contact with the City of Austin. Mr. Al Nafea is a very experienced security professional and already serves as our main point of contact with the City of Austin for the parking garages and convention center. Champion will assign supervisors under Mr. Al Nafea to assist with training and oversight. Mr. Al Nafea will be the main point of contact.

E. Financial Information:

See sealed envelope

- Financial Statement
- Copy of Articles of Incorporation
- Certificate of Secretary of State

EXPERIENCE & QUALIFICATIONS

Relevant Experience

Champion has provided services similar in scope and size on a continuous basis for at least five years to the following businesses and organizations:

Security Guard Services:

BNSF Railroad: Armed and Unarmed services for Building A, Guest and employee access management, mobile facility patrols, citations.

Sav-A-Lot: Armed and Unarmed services for multiple sites across multiple states for 12,800+ weekly labor hours.

Mission Solar Energy: Unarmed foot and patrol services for large manufacturing site of covering sites across 85 acres.

Special Events:

City of Austin: Tableau event, 4,000+ hours of service

Sav-A-Lot: Crisis Management in multiple states including Ferguson riots (MO), Baltimore riots (MD). Protecting assets under volatile civil unrest.

Qualifications

Our company is committed to organic growth. Our goal is to always deliver responsive and dynamic security service while expanding our business. Champion is uniquely qualified to serve the City of Austin and its security needs. Here are some key reasons to consider our team:

- 35 plus years of protecting clients' people and property
- Privately owned financially sound company—\$50 million plus in annual revenue through organic growth; one client at a time.
- Successfully grew to serve more than 700 sites across 25 states without resorting to the mergers and acquisitions growth method.
- Proprietary scheduling and guard tracking technology that results in increased accountability.
- An experienced Austin staff with access to over 1,600 applicants per week on average.

Our customers' satisfaction drives our business. We aim to deliver *responsive* and *dynamic* service and never lose sight of our customer's needs; no matter how big we grow.

Employees (who will work and support COA contract)

Malik Al Nafea - District Manager

Malik has combined eight years of experience in the security industry to become one of Champion's top District Managers. Malik has experience in workforce investigations and disciplinary management. He oversees recruiting, training, development, and placement of a

wide range of security personnel. He oversees the development and implementation of post orders and client contact. Malik performed a similar role as a Command Supervisor with the San Antonio Water System (SAWS). During his time managing the SAWS account, Malik trained employees to perform hazardous material, risk assessments and remediation. He conducted and coordinated meetings with private and public executives and worked to solve security issues. He reviewed and

Jason Carroll - Director of Business Strategy

Jason came to Champion with 10+ years of sales & marketing as well as web programming and development. His experience ranges from working in high tech manufacturing companies to founding his own marketing company in 2010. He started our Austin, TX branch and from there heads up our marketing and web/app development.

Bill McCoy - Executive Vice President

Bill has applied 20 years of technology and private security experience to constantly redefine the processes and procedures that separate Champion Security service delivery from the competition. During his 12 plus years at Champion Security, Bill's ability to manage company and client business needs from guard execution to strategic planning/policy/program development has enabled continuous focus on our valued Champion clients while scaling for rapid national growth.

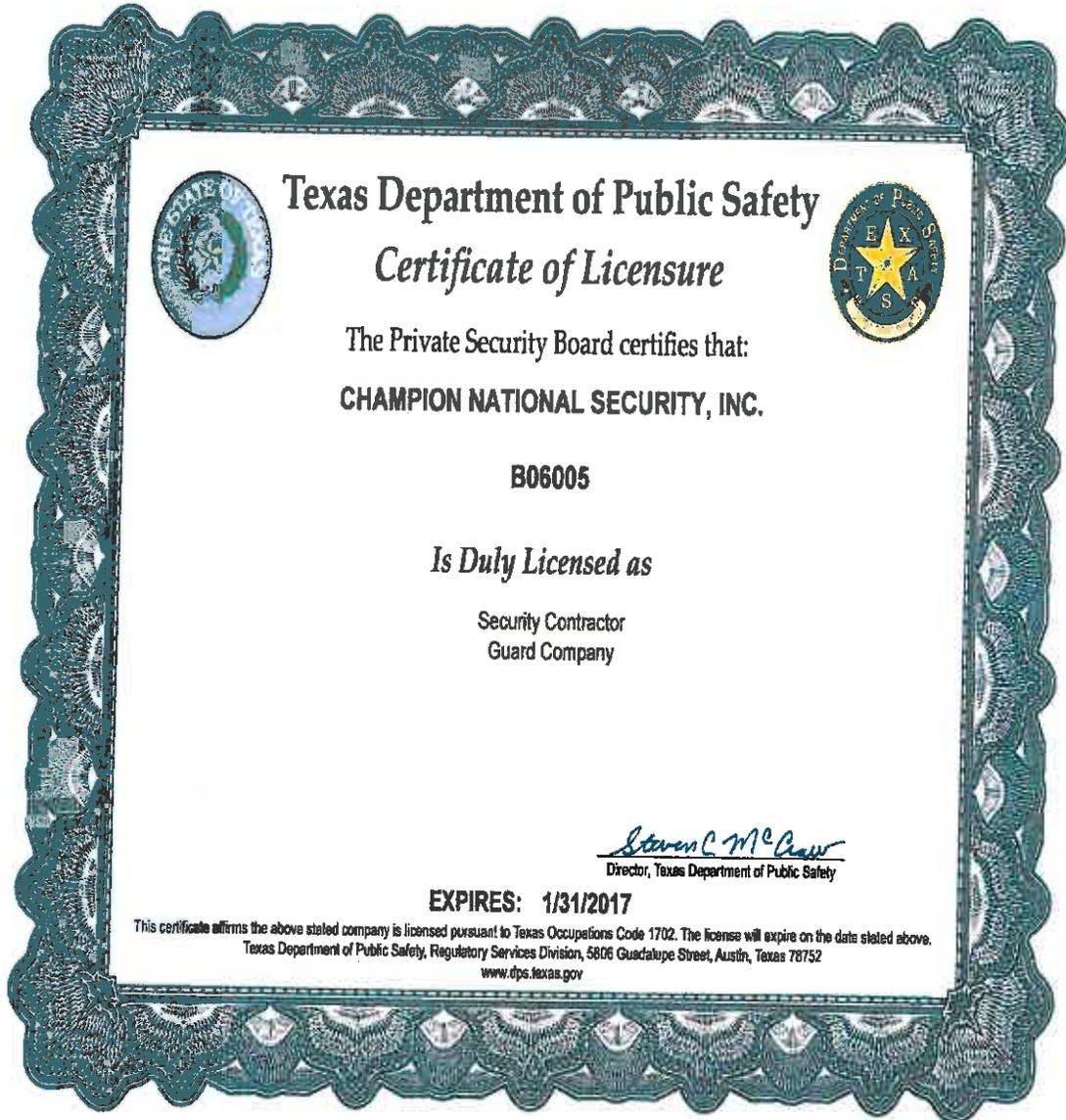
Matt Sullivan - Director of Field Operations

Matt oversees planning, directing and coordinating activities involving total company operations from people to policies. Responsibilities taken on include formulating procedures/policies, managing daily operational activities, and planning/positioning use of materials and human resources toward maximum productivity and smooth operation.

Bobby Davis - Director of Business Development

With over 9 years of experience in sales and management, Bobby comes to Champion as our Director of Business Development and has played a vital role in our national expansion. He is

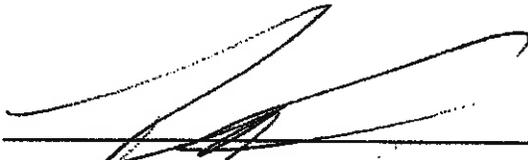
Copy of License





11/3/2016

Champion National Security is in good standing with all relevant licensing and regulatory agencies. Champion does not have any unresolved complaints or fines, or other disciplinary concerns, and has continuously maintained its licenses for the past five years.



Bobby Davis, Director of Business Development
Champion National Security, Inc.

PROFESSIONAL SECURITY MANAGEMENT

Corporate Office: 1616 Gateway Blvd., Richardson, Texas 75080 | Telephone 972-235-8844 | Fax 972-235-7231



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy PO Box 66571 Houston TX 77266		CONTACT NAME: Certificate Dept. PHONE (A/C, No, Ext): (713) 521-9251 FAX (A/C, No): (713) 521-0125 E-MAIL ADDRESS: certificates@eldoradoinsurance.com																						
INSURED Champion National Security, Inc. 1616 Gateway Blvd. Richardson TX 75080		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>First Mercury Insurance Co.</td> <td>10657</td> </tr> <tr> <td>INSURER B:</td> <td>Insurance Company of the State of</td> <td>19429</td> </tr> <tr> <td>INSURER C:</td> <td>New Hampshire Insurance Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D:</td> <td>Traveler Casualty and Surety</td> <td>19038</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	First Mercury Insurance Co.	10657	INSURER B:	Insurance Company of the State of	19429	INSURER C:	New Hampshire Insurance Co.	23841	INSURER D:	Traveler Casualty and Surety	19038	INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 16-17 GL/AUTO/XS/WC/BOND **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab.			SE-CGL-0000068771-01	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000	
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
	B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 2305064	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
		<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			SE-EX-0000068772-01	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC12852226	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	D	Fidelity - 3rd Party Dishonesty - Blanket		105620685	11/1/2016	11/1/2017	Limit of Liab. 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./DIANE 

PROGRAM PLANS

Operations/Management

- I. **Daily Operations:**
Champion relies on both local and regional management, executive, and financial support to provide high quality security operations. We would assign an account executive who would be the single point of contact between COA and Champion. Additionally, Champion would have a backup point of contact in case the main person was absent. Accountability drives our operations. Because of this, we have many checks and balances in place to provide a quick resolution to all problems that may arise. We have a very strong communications program in place that uses both manual and digital reports effectively. We use real-time reporting so any issues can be swiftly resolved. Our long-range operations' plan is to upgrade our existing digital GPS and reporting devices to faster, even more efficient models.
- II. **Officer Coverage:**
Champion will ensure officer coverage at shift changes by using our roaming field supervisors and our 24-hour dispatch to quickly identify any down posts. In the event of a down post, it has always been Champion's policy to mobilize a field supervisor to stabilize any vacancy quickly and effectively. The field supervisors and dispatch will call on a trained, back-up security staff to fill open posts.
- III. **Account Executive:**
A Champion account executive's top priority is to maintain frequent communication with The City of Austin. They are active in mitigating potential issues and resolving issues as quickly as possible. The account executive is trained to communicate at least weekly with COA to ensure no issues go unresolved. The account executive is tasked with overseeing the COA for recruitment, training, and client modifications.
- IV. **Quality Assurance:**
The Quality Assurance (QA) team serves as an additional check on the level of service delivered to The City of Austin. Our QA team falls outside of the normal chain of command and remains clear of any biases. Month-by-month the QA team will email and phone the COA to ensure that our Account Executive and our Officers are meeting or exceeding delivery expectations. The QA team reports directly to the Executive Vice President and Directors charged with successfully managing the COA's security guard services.

Comprehensive Work Plan

- i. **Enhancements/Best Practices/Improvements:** Whenever Champion takes on a new client, improvements follow quickly. This is because we use a unique management model that relies on proven checks-and-balances. First, we take our post instructions very seriously. Post

Operations/Management

Daily Operations:

Champion relies on both local and regional management, executive, and financial support to provide high quality security operations. We would assign an account executive who would be the single point of contact between COA and Champion. Additionally, Champion would have a backup point of contact in case the main person was absent. Accountability drives our operations. Because of this, we have many checks and balances in place to provide a quick resolution to all problems that may arise. We have a very strong communications program in place that uses both manual and digital reports effectively. We use real-time reporting so any issues can be swiftly resolved. Our long-range operations' plan is to upgrade our existing digital GPS and reporting devices to faster, even more efficient models.

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The Quality Assurance (QA) team serves as an additional check on the level of service delivered to The City of Austin. Our QA team falls outside of the normal chain of command and remains clear of any biases. Month-by-month the QA team will email and phone the COA to ensure that our Account Executive and our Officers are meeting or exceeding delivery expectations. The QA team reports directly to the Executive Vice President and Directors charged with successfully managing the COA's security guard services.

Comprehensive Work Plan

i. Enhancements/Best Practices/Improvements: Whenever Champion takes on a new client, improvements follow quickly. This is because we use a unique management model that relies on proven checks-and-balances. First, we take our post instructions very seriously. Post

instructions are documents that serve as a guide to understand the post and to train on the post. Next, we assign a dedicated Account Executive, the single point of contact who oversees all operations with the full force of our company's support. Our rollout plan should be able to reduce your current guard call offs, inadequate training, and slow response times immediately, and for the long term.

ii. **Removing and Replacing officers:** Champion has a very effective manner in which we remove and replace an officer. First, we respond very quickly to our client's needs. Any violation would always dictate our first move, but know that Champion would always filter its decisions relative to The City of Austin before acting. For example, if an officer had a minor violation of uniform policy, then it could be quickly remedied by a site visit and counseling session by our supervisor. If, on the other hand, the violation is of egregious nature, then immediate removal would take place. A field supervisor would step in until and an appropriate back-up officer is sourced.

iii. Samples of typical Daily Operating Reports (DORs) and Incident Reports (IR)

Communication Plan

i. **Internal Communication:** Champion will communicate with internal customers via multi-modal approach using email, phone, radio, and on-site visits. Champion also uses our unique "corporate communicator" that tracks the progress and resolution of all issues with all appropriate parties. This is an example of our checks and balances at work.

ii. **External Communication:** Champion will communicate with external customers such as visitors, Contractors, vagrants, and trespassers via well-trained security officers. These officers will have the right set of customer service skills and appropriate security training to deal with a wide range of visitors.

iii. **Customer Complaints:** Champion will respond and handle customer complaints by standard protocol. All complaints would be recorded in an appropriate report and distributed to all relevant parties via our unique corporate communicator. This process will ensure that quick and effective responses take place, and issues do not go unresolved. (see below).

Corporate Communicator: are distributed to all relevant email parties who need to be informed, or who need to take action. Typically recipients of the corporate communicator are scheduling managers, personnel managers, security officers, branch managers, business development managers, and executive management. See example below:

Example Client
Originator: Joe Smith-Account Executive Champion
To: <u>Andrew Aston(Branch Manager), Malec Jebr(Account Executive), Bill McCoy(EVP Operations), Robb Leitgen(BDM), Brian Miller(QA), Larry Delafuentes(Field Supervisor), Tom Jones(Security Officer)</u>
Communication: Seismic sensor picked up two intruders in the NW corridor of community.
Solution: Patrol Officer (PO) dispatched from central guard station. PO intercepted two males on foot crossing into community. PO stopped men and asked for identification. Two men showed proper identification and said they were visiting a resident. PO asked for and received the name of resident. PO called Gate Officer (GO) and requested confirmation on resident and visitors' status. GO called and confirmed status with resident. GO informed resident of the whereabouts of their visitors and reminded resident of trespassing rules. PO issued a verbal warning to the two males.

iv. **Emergency Situations**: All of Champion security officers carry mobile phones in addition to client-mandated communication equipment. Champion officers are trained to observe and report, and never detain suspected criminals and/or trespassers. Our officers will quickly assess any situation and always notify law enforcement if necessary. Incident reports are always created and distributed to appropriate parties. Champion Account Executive will always track and report progress and resolution on any open incidents to the appropriate contacts at the City.

RECRUITMENT, STAFFING & RETENTION STRATEGIES

Recruitment Strategy: Company's Approach/Plan/Process:

- We seek applicants with law enforcement or military backgrounds.
- We conduct state and federal background checks on every applicant, including work references. We look at absenteeism, job performance, and reason for separation.
- Military records are also checked and verified via DD-214.
- Our scheduling software allows us to instantly and seamlessly filter out unqualified officers, schedule the right officers, and adapt to quick and necessary changes.
- We offer performance recognition rewards and bonuses
- Champion offers a comprehensive array of benefits to employees

Staffing Strategy:

- Austin office maintains a full-time human resource professional
- Austin office maintains a full-time scheduler
- Austin offices is supplemented by a 24-hour dispatch center
- We use proprietary scheduling and testing technologies to chose the best officers.
- We maintain a trained contingent workforce to handle absenteeism, vacations, leaves and short term special coverage

Training Plan:

- All officers abide by all state laws and required training.
- Our officers are thoroughly trained in report writing, communications, legal limitations, controversial situations, client expectations, appearance, conduct, company rules and on-site procedures.
- All newly hired officers are required to go through the training
- Champion schedules and coordinates all training off our managers and officers
- All training requirements by the COA will be completed within the set timeframe.
- Champion provides comprehensive training modules.
- Champion will implement any COA training manuals into our program
- Our security officers receive continuous follow-up training throughout their careers

Champion would recommend training in at least three (3) general areas:

- 1.) General information and special orders for the facilities to be protected.
- 2.) Operational procedures for security systems and security equipment used in the protected premises; and
- 3.) Emergency operational procedures for security systems on the Occupant Emergency Plan for the locations to be protected.

If equipment or technology, procedures or processes change over the term of the project, Champion, as your security contractor, will retrain all of its security personnel.

Training Manual Summary

- ***Asset Protection and Security*** This course helps security professionals develop and maintain an understanding of this evolving industry by discussing basic security terms, basic security functions, business organization principles, history and traditions of security, types of security operations, and professionalism.
- ***Access control*** is the both the most basic and most important function of security. And while technology is a great asset, it is the security officer who truly drives access control. This course provides an overview of access control concepts as well as on-the-job specifics to demonstrate how and why security officers are critical to effective access control.
- ***Civil Law and Criminal Law:*** Civil law predates criminal law and is a much larger body of law. It has been developed to handle differences between people such as torts, negligence, or breach of contract. This course explains the difference between criminal and civil law and discusses such important issues as negligence, vicarious liability, and intentional torts; prevention and avoiding civil liability; deputization, detention, and merchants' privilege; juvenile detention; and use of force.
- ***Communication*** is essential to security operations. Communication must be accurate, precise, and dependable for any protection mission to succeed. Therefore, security professionals must understand the process of communication, communication and courtesy, interpersonal communication, how to overcome the barriers to communication, written communication, emergency communication, and communications equipment.
- ***Emergency Situations:*** There are numerous types of emergency situations that security professionals may be faced with, and each facility will have its own unique emergencies. To better handle these situations, security professionals need to understand traffic control and traffic accidents, incident scene protection, crowd management, bomb threat response, medical emergencies, natural disasters, and workplace violence.
- ***Ethics, Deportment, and Professional Conduct:*** This course discusses the morals, values, and conduct within the security profession, the importance of how security

professionals carry themselves, and basic standards for professional conduct by security officers. Topics covered include what it means to be professional, certification programs, security officer discretion, codes of ethics, recognizing an ethical problem, and standards of security officer conduct.

- **Human and Public Relations:** As they are often ambassadors for their organization, security officers must be adept at human relations and understand the various publics that the organization serves. To that end, this course covers the topics of client-centered security, attitude, the public security professionals serves, tactics to build client-oriented security, dealing with angry people, and improving relationships with law enforcement.
- **Patrols & Fixed Posts:** Patrols are really the catalysts of the physical security system, and fixed officer posts are present at virtually every facility. This course discusses the purposes and techniques of patrol, use of senses, rules of observation and perception, patrolling in darkness, fixed post duty, and practical tactics.
- **Report Writing** is the culmination of an investigation. It is the written record of the work that was done. Because reports represent their work, security professionals need to have a firm understanding of management's use of reports, the five Cs of report writing, taking proper field notes, writing descriptions, interrogatories, and common problems with report writing.
- **Building Evacuation:** In the event of an emergency every second counts. The safe orderly and prompt evacuation or relocation of building occupants depends on good planning and training. The goal of this course is to provide building occupants with information about emergency response plans and procedures in the event of any type of emergency. This training course has 7 learning modules with a ten-question exam.
- **Customer Service:** Providing security to clients is providing them with a service. That service should be perceived as ideal, tailored to the clients, and designed to fit their needs. That high level of service does not simply occur – strategies must be in place that will allow the flexibility to blend providing security and excellent service. This course reviews service expectations, examines the unique characteristics of security service, and explains the attributes a client seeks when selecting a security provider

Workforce Size:

Champion has more than 2000 employees working in 25 states.

Retention Strategy:

- Our goal is to minimize turnover by recruiting, training, and rewarding a diverse range of employees.
- We offer some of the best benefits packages in the industry (health/wellness/dental/life)
- We select officers who are well suited for a career in security.
- Our supervisory staff strives to build and maintain a solid rapport with all of officers.
- We believe in open communications and working towards win-win solutions

- Champion conducts routine surveys to collect job satisfaction, morale, and develop information and improvements.

Medical and Dental Benefit Program: The Company sponsored health insurance plan meets the minimum requirements defined by the federal Affordable Care Act. Employees may elect health, dental, vision, critical illness, term life and dependent life insurance coverage on a pre-tax basis.

Vacation Policy: Active full time officers or staff are eligible to receive one week's vacation on the anniversary of their hire date. Employees are eligible for two weeks' vacation after completion of five years of continuous service.

Employees are granted five (5) sick days or personal days off with pay per year.

Recognition Structure: The following ribbons are provided by Champion.

- **30-day Tenure:** An officer having completed the initial thirty days of employment without any negative comments on their record is eligible for this ribbon.
- **3-Month Tenure:** An officer having completed the initial 90 days of employment without any negative Comments on their record is eligible for this ribbon.
- **One Year Tenure:** An officer having completed the initial year of employment without any negative comments on their record is eligible this ribbon.
- **Post Employee of the Month:** An employee having been recommended to management by Post Commander, Field Supervisor, and/or Dispatch personnel as having performed admirable service to a post is eligible for this ribbon.
- **Employee of the Month:** An employee having been recommended to management by Post Commander, Field Supervisor, and/or Dispatch personnel as having performed admirable service to a post is eligible for this ribbon.
- **Rover:** This ribbon is worn by anyone who is currently filling the position of "Rover".
- **Post Commander:** This ribbon is worn by anyone who is currently filling the position of "Post Commander".
- **Field Supervisor:** This ribbon is worn by anyone who is currently filling the position of "Field Supervisor".
- **Above the Call of Duty:** An employee having been recommended to management by Post Commander, Field Supervisor, Dispatch personnel, and/or a Client who has gone the "extra mile" performing a duty above the mark of excellence while in service to the company is eligible for this ribbon.
- **Officer Commendation Award:** An employee having been recommended to management by Post Commander, Field Supervisor, Dispatch personnel, an/or a Client that has exemplified excellence and set new standards for excellence while in service to the company is eligible for this ribbon.

SCHEDULING & TIMELINE

Mobilization Schedule/Transition

Champion uses proprietary technology to mobilize its workforce. See ScheduFox below.

Scheduling Technology



Champion uses a state of the art proprietary scheduling system called SchedFox to manage staffing with a high degree of efficiency and effectiveness. The scheduling system provides the following benefits:

- Solution for complex scheduling
- Create schedules, track overtime, manage conflicts,
- Allows hundreds of schedulers and dispatchers to view and select qualified officers anytime and anywhere.

Transition Timeline

Champion has transitioned many new clients over the last thirty-five years. We use an exclusive transition team made up of experienced executives, managers, supervisors, and human resource professionals. Because of our lengthy and tested experience, we are able to transition clients very successfully based on their needs, not ours. Below is a guide on a typical transition for a client with 3000 plus weekly labor hours of service required. Service could start earlier if needed.

Transition and Service Start Strategy For The City of Austin

Prior to Service Start:

<u>TASKS</u>	4 Weeks Out	3 Weeks Out	2 Weeks Out	1 Week Out
Contract Award				

Review Client Procedure				
Transition Team Assigned				
On-Site Review				
Meet with your Representative				
Establish Lines of Communication				
Final Selection of Supervisors				
Recruit 125% of Staff				
Pre-Employment Screening & Drug Testing				
Background Investigations & Interviews				
Evaluate Incumbent Security Officers				
Final Selection of Security Officers				
Finalize Manual & Procedures				
Finalize Training & QA Programs				
Receive & Revise Post Orders				
Order Uniforms & Equipment				
Classroom Training				
Work Schedule Developed				
Issue and/or Refit Uniforms				
On-Site Training				
Final Transition Plan Review				
Start Service				

Security Post Start-Up

TASKS	1 Week After	2 Weeks After	3 Weeks After	4 Weeks After
On-Site Evaluation by Management				
Meetings to Critique Service				
Post-Orders/ Security Manual Review				
Security Officer Reassessment				
Evaluation of Inspection Plans				
Confirm Lines of Communication				
Training Curriculum Revisions				
Quality Control Plan Submitted				
Finalization of Site Survey Results				
Report Writing Procedures Reviewed				
Service Standards Evaluated				

BUSINESS EXCEPTIONS

Form 0602

Section 0602: Purchasing Office Exceptions Form

Solicitation Number: RWS0501 Security Guards Services

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Copies of this form may be utilized if additional pages are needed.

Accepted as written.

Not accepted as written. See below:

Indicate:

- 0300 Standard Purchase Terms & Conditions
- 0400 Supplemental Purchase Provisions
- 0500 Scope of Work

Page Number	Section Number	Section Description
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Alternative Language:

Page 5, Section 0400, General Workforce Security Clearance and Identification:
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.

Suggestion:

Change 30 days to 48 hours.

Justification:

In rare cases and emergency or non-regular staffing cases, Champion will need more flexibility as to how quickly it obtains and posts the required reports.

Section 0602: Purchasing Office Exceptions Form

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- 0400 Supplemental Purchase Provisions**
- 0500 Scope of Work**

Page Number	Section Number	Section Description
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Alternative Language:

Standard Purchase Terms and Conditions:

Page 3, Section 13d.(and throughout contract), Payment:

The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

Suggestion:

Remove line i, ii, iii, iv, v, vi, vii.

Champion wants to establish simple process to resolve issues related to this without offsetting invoices directly.

Justification:

As a service company, we protect our billing/payroll very strictly to avoid any kind of event potentially affecting the funds required to pay our employees.

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Page Number	Section Number	Section Description
-------------	----------------	---------------------

Alternative Language:

Standard Purchase Terms and Conditions:

Page 5, Section 19a., Warranty Price:

The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

Suggestion:

The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase in Austin Texas or similar cost of living metro area.

Added: "in Austin Texas or similar cost of living metro area."

Justification:

Although Champion's pricing and margins are very aggressive, the "price" as defined in 19a, may be higher or lower based on how much we pay the security officers. Keeping it in the Austin area will allow an "apples to apples" audit of City of Austin's prices compared to others.

Section 0602: Purchasing Office Exceptions Form

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Page Number	Section Number	Section Description
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Alternative Language:

Standard Purchase Terms and Conditions:

Page 6, Section 22b., Warranty-Services:

Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

Suggestion:

Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within seven (7) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
Replaced: "thirty (30)" with "seven (7)" days.

Justification:

The sooner any event is investigated, the more effective an investigation is for both parties. Champion encourages The City to notify Champion of any incidents as soon as possible.

Section 0602: Purchasing Office Exceptions Form

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Page Number	Section Number	Section Description
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Alternative Language:

Standard Purchase Terms and Conditions:

Page 8, Section 31a., Indemnity:

Suggestion:

Both parties will agree and determine which party has sole, partial, or concurrent fault; however, The City shall hold Contractor harmless for claims arising from general premises, or The City's security plan.

Justification:

Champion will negotiate to avoid claims arising from general premises claims and any claims of not having enough security. Champion will utilize the City's security plan as a guide to provide enough security officers.

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

The term "**Offeror**", as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person 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 no individual, agent, representative, consultant, subcontractor, or sub-consultant 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 \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. 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.

8. **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.

A handwritten signature in black ink, appearing to be the initials 'AD' followed by a large, stylized flourish.