



**REQUEST FOR PROPOSALS
FOR
LAW ENFORCEMENT SERVICES**

RFP No.: 2017-S-12

Date Issued: June 12, 2017

Sealed proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401, until 3:00 PM (CST) Friday, July 14, 2017 for Law Enforcement Services. Proposal prices shall be good for one hundred twenty (120) calendar days from proposal opening date.

Proposers are encouraged to attend a pre-proposal conference scheduled for Thursday, June 22, 2017 at 3:00 PM (CST), at the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions Proposers may have concerning this procurement. Although attendance is not mandatory, it is **HIGHLY** recommended.

If you are unable to attend the pre-proposal conference but would like to participate via Go to Meeting, please send a request for login information to procurement@ccrta.org.

Copies of this Request for Proposals (RFP) and information may be obtained from the CCRTA website at <http://www.ccrta.org/opportunities/business-with-ccrta/>. Further information may be obtained from Sherrié Clay, Procurement Administrator, or Annie Hinojosa, Director of Procurement, at (361) 289-2712.

The CCRTA has a Disadvantaged Business Enterprise (DBE) program; however, the CCRTA has determined that ZERO PERCENT (0%) DBE participation is required for this contract. The CCRTA encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Christina Perez, DBE Liaison Officer, at (361) 289-2712.

For the purposes of this procurement, the following documents are applicable:

- Request for Proposals,
- Instructions to Proposers,
- Special Instructions,
- Scope of Work,
- Standard Service Terms and Conditions,
- Price Schedule (Appendix A),
- Certification Forms, and

- Proposal Submission Checklist (Appendix H).

The following documents must be signed and returned with your proposal in order for it to be considered responsive:

- Response to RFP **one (1) original , five (5) hard copies, and one (1) electronic version of the proposal in PDF format supplied on a USB Flash Drive,**
- Price Schedule (Appendix A), **(one (1) original in a separately sealed envelope),**
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Accessibility Policy (Appendix E),
- References (Appendix F),
- Request for Information Form (Appendix G), and
- Proposal Submission Checklist (Appendix H).

PROPOSERS must submit a proposal, and all documentation supporting the Proposal. A Price Schedule must be submitted in a separately sealed envelope. Failure to provide this information will deem your proposal to be non-responsive.

INSTRUCTIONS TO PROPOSERS

1. GENERAL

The following instructions by the CCRTA are intended to afford proposers an equal opportunity to participate in the CCRTA's contracts.

2. EXPLANATIONS

Any explanation desired by a proposer regarding the meaning or interpretation of these Instructions or any other proposal documents must be requested in writing to the CCRTA with sufficient time allowed for a reply to reach proposers before the submission of their proposals. Oral explanations or instructions will not be binding. Any information given to a prospective proposer concerning a Request for Proposals will be furnished to all prospective proposers as an amendment to the request if such information is necessary to proposers in submitting proposals on the request or if the lack of such information would be prejudicial to uninformed proposers.

3. SPECIFICATIONS

3.1 Proposers are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the proposer's risk. Proposals that are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.

3.2 The apparent silence of the specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made on the basis of this statement.

4. INFORMATION REQUIRED

4.1. Each proposer shall furnish the information required by the Request for Proposals. The proposer shall sign the Price Schedule and the proposal, which collectively shall constitute the proposer's offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the CCRTA.

- 4.2. All prices shall be entered on the Price Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Price Schedule, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.
- 4.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.
- 4.4. The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 4.5. Information submitted in response to this RFP will not be released by the CCRTA during the proposal evaluation process or prior to contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

5. SUBMISSION OF PROPOSALS

- 5.1. Sealed Proposals should be submitted in an envelope marked on the outside with the proposer's name and address and proposal description addressed to:

Corpus Christi Regional Transportation Authority

Staples Street Center

Attn: Contracts Department

602 N. Staples Street

Corpus Christi, TX 78401

Proposal For: RFP No. 2017-S-12 Law Enforcement Services

Proposal Due Date: Friday, July 14, 2017 at 3:00 PM (CST)

- 5.2. **The Price Schedule should be submitted in a separately sealed envelope along with the proposal.** Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date cannot be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the proposer for return of the proposal.

5.3. **Schedule**

Proposals shall be governed by the following schedule:

- **Monday, June 12, 2017 - RFP Issued**
Proposal documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/
- **Thursday, June 22, 2017 - Pre-proposal Conference** at 3:00 pm at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.

If you are unable to attend the pre-proposal conference but would like to participate via **Go to Meeting**, please send an email to procurement@ccrta.org to request a login.

- **Wednesday, June 28, 2017 Request for Information/Approved Equals**
Written Request for Information/Approved Equals (Appendix G) are due no later than 3:00 PM. Request for Information must be received via email to procurement@ccrta.org or hand-delivered to the Contracts Department at the CCRTA's Administration Building located at the CCRTA's Staples Street Center, 602 N. Staples Street, Corpus Christi, Texas 78401.
- **Friday, June 30, 2017 – CCRTA Response to Request for Information/Approved Equals**
- **Friday, July 14, 2017 - Proposals Due**
Written proposals are due no later than 3:00 PM (Central Time). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.
- **Wednesday, August 2, 2017 – Tentative Contract Award**
The CCRTA's Board of Directors will meet to award a Contract to the successful Proposing firm.
- **Best and Final Offer – TBD**
CCRTA will evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by written or email notice received by the CCRTA prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a proposer or an authorized representative prior to the proposal deadline; provided the proposer's identity is made known and he or she signs a receipt for the proposal.

7. OPENING PROPOSALS

All proposals shall be opened by the CCRTA as soon after the proposal deadline as is reasonably practicable. Information submitted in response to the Request for Proposals shall not be released by the CCRTA during the proposal evaluation process or prior to Contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after Contract award.

8. EVALUATION FACTORS

8.1. The CCRTA will award contracts based upon the criteria set forth in the Request for Proposals. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied.

8.2. Pre-award inspection of the proposer's facility may be made prior to the award of the Contract. Proposals will be considered only from firms that are regularly engaged and licensed in the business of providing the goods and/or services described in the Request for Proposals for a reasonable period of time; and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment" and "organization" as used herein shall be construed to mean a fully-equipped and well-established company in line with the best business practices in the industry as determined by the CCRTA. In making the award, the CCRTA may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a proposer, including past performance (experience) with the CCRTA and other similar customers. A record of nonperformance or poor performance may disqualify a proposer from award.

9. ELIGIBILITY FOR AWARD.

9.1. In order for a proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals; and the CCRTA must be able to determine that the proposer is responsible to perform the Contract satisfactorily.

9.2. Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.

9.3. Responsible proposers at a minimum must:

9.3.1 Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;

9.3.2 Have a satisfactory record of past performance;

9.3.3. Have necessary management and technical capability to perform;

- 9.3.4. Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;
 - 9.3.5 Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and
 - 9.3.6 Certify that it is not on the U.S. Comptroller General's list of ineligible contractors – signing and submitting the proposal is so certifying. (NOTE: This requirement is only applicable to federally-funded contracts.)
- 9.4. A proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information shall result in the proposer being declared not responsible, and the proposal shall be rejected.

10. RESERVATION OF RIGHTS

The CCRTA expressly reserves the right to:

- 10.1. Reject or cancel any or all proposals;
- 10.2. Waive any defect, irregularity or informality in any proposal or proposal procedure;
- 10.3. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- 10.4. Extend the proposal due date;
- 10.5. Reissue a Request for Proposals;
- 10.6. Procure any item or services by other means;
- 10.7. The CCRTA reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right; and
- 10.8. The CCRTA reserves the right to negotiate a Contract with the proposer having the best evaluation as determined by the CCRTA. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. The CCRTA additionally reserved the right to suspend negotiations with the first proposer should it not progress in a manner satisfactory to the CCRTA and commence negotiations with the next best rated proposer.

11. ACCEPTANCE

Acceptance of a proposer's offer in some instances will be in the form of purchase orders issued by the CCRTA. Otherwise, acceptance of a proposer's offer will be by acceptance letters issued by the CCRTA. Subsequent purchase orders and release orders may be

issued as appropriate. Unless the proposer specifies otherwise in the proposal, the CCRTA may award the contract for any item or group of items shown on the Request for Proposals.

12. PROTESTS

In the event that a proposer desires to protest any procedure, the proposer should present such protest, in writing, to the CCRTA Chief Executive Officer within five (5) business days following the proposal due date. The protest shall state the name and address of the protestor, refer to the project number and description of the Request for Proposals, and contain a statement of the grounds for protest and any supporting documentation. For federally-assisted contracts, certain additional protest procedures apply and may be found in the Supplemental Conditions contained within the Request for Proposals.

13. EQUAL OPPORTUNITY

Proposers are expected to comply with the Affirmative Action Programs of the CCRTA with respect to its provisions concerning contractors.

14. SINGLE PROPOSAL.

14.1. In the event a single proposal is received, the CCRTA will, at its option, either conduct a price and/or cost analysis of the proposal and make the award by negotiation or reject the proposal and revise the Request for Proposals. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

14.2. Where it is impossible to obtain a valid price analysis, it may be necessary for the CCRTA to conduct a cost analysis of the proposal price. Cost analysis is the review and evaluation of a proposer's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.

14.3. The price and/or cost analysis shall be made by personnel of the CCRTA's selection. The CCRTA's discretion exercised as to its options in this regard shall be final.

SPECIAL INSTRUCTIONS

1.0 General

1.1 Introduction and Scope

The Corpus Christi Regional Transportation Authority, hereinafter referred to as the "CCRTA", is seeking proposals from qualified and experienced individuals interested in providing Law Enforcement Coordinator services. Proposers, which have relevant experience, are invited to complete and submit proposals. This is a three-year service contract with one two-year option.

To enhance comparability, proposal elements must be addressed in the informational sequence noted below:

- Cover Letter,
- Approach and Work Plan,
- Qualifications and References,
- Experience,
- Certification Forms, and
- Price Schedule (submitted in a separately sealed envelope).

Proposers must submit (1) original and five (5) hard copies of their proposal, which must be concise and straightforward, and one (1) electronic version of the proposal in PDF format supplied on a USB Flash Drive.

All proposals must be submitted before the deadline in the solicitation and addressed with the information as noted in the "Instructions to Proposers" section 5. The proposal contents shall include the following:

1.1 Proposal Contents and Format

The contents of the proposal shall include the following:

1.1.1 Cover Letter

Include appropriate introductory and contact information, including the name of the firm's principal liaison.

1.1.2 Approach and Work Plan

Proposer must include a detailed work plan outlining all of the specific tasks that will need to be undertaken and the procedures that will be used to accomplish the Scope of Work. Please indicate the manpower that will be used in providing this service.

1.1.3 Qualifications and References

Proposer must detail qualifications of firm in performing this type of work and provide references using (Appendix F).

1.1.4 Experience

Proposal - Proposer must submit any information appropriate to the RFP necessary to establish qualifications and experience (i.e.; references with contact name and telephone number).

Personnel - Proposer must include detailed work experience and number of specific personnel who will be directly involved ("hands-on" personnel) with this project and identify the proposed project manager.

1.1.5 Certification Forms (Appendix B through F)

1.1.6 Price Schedule (Sealed Separately)

Proposer must submit the Price Schedule with its proposal. All costs to be incurred and billed to the CCRTA will be firm and included in this Schedule. (Failure to complete and return this section will be cause for rejection of this proposal as non-responsive.) Price Schedule must be submitted in a separately sealed envelope.

2.0 EVALUATION CRITERIA

2.1 The CCRTA will review all proposals for completeness. Those proposals found incomplete or failing to address the needs of the CCRTA as stated herein will not be evaluated. Those proposals furnished complete with all required documentation will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and in the best interest of, the CCRTA and the general public. The evaluation factors in order of importance are as follows:

Approach and Work Plan	20 pts
Qualifications and References	15 pts
Experience	15 pts
Training	20 pts
Price	30 pts
Total	100 pts

2.2 The CCRTA will first evaluate the proposals on all factors other than cost. After a preliminary evaluation, the price schedule will be opened and included in the evaluation process. Evaluation points for cost will be assigned based on a lowest cost (most points) to highest cost (least points) ranking of proposed cost packages. The maximum points available for cost are 30 points. The CCRTA may select a proposer for the project after this review if the CCRTA feels it is in the CCRTA's best interest. The CCRTA may also

evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms. Otherwise, a short-list of interviewees will be established based upon the overall results. After completion of the interviews the evaluation of the proposals will be reviewed and modified as necessary.

3.0 PROPOSAL SUBMISSION REQUIREMENTS

3.1 Submission requirements

3.1.1 Proposal Availability

RFP copies may be obtained online at www.ccrta.org/news-opportunities/business-with-us/.

3.1.2 Proposal Submission

3.1.2.1 Proposals may be hand delivered or mailed to:

Corpus Christi Regional Transportation Authority
Staples Street Center
Attn: Contracts Department
602 N. Staples Street
Corpus Christi, Texas 78401

Proposers shall submit (1) original and five (5) hard copies of their proposal, which must be concise and straightforward, and one (1) electronic version of the proposal in PDF format supplied on a USB Flash Drive.

3.1.3 Late Submittal

Proposals received after the proposal due date will be deemed non-responsive and will be returned unopened.

3.2 Proposal Qualification

3.2.2 Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in this RFP will be considered.

3.2.3 The cover letter must bear the signature of a person duly authorized to legally commit for the PROPOSER.

3.2.4 Proposal Preparation

All costs of proposal preparation will be borne by the PROPOSER.

3.2.5 Proposal Withdrawal

Proposals may be withdrawn either personally or by written request prior to the closing time for receipt of proposals. Thereafter, all proposals shall remain valid for a period of one hundred twenty (120) calendar days.

3.3 Release of Information

The CCRTA shall not release information submitted in response to this RFP during the proposal evaluation process or prior to contract award. PROPOSERS are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

SCOPE OF WORK

1.0 Mission Statement

The mission of the Safety and Security Department is to enhance the safety of passengers and employees, and protect transit property without compromising the integrity of service to the community.

2.0 Overview

The Corpus Christi Regional Transportation Authority hereinafter referred to as "CCRTA", contracts with a Law Enforcement Coordinator to provide police service to the agency. Officers working the CCRTA contract agree to adhere to the rules of the CCRTA. These rules will not conflict with the officer's primary employer. All officers working in a secondary employment capacity are accountable for adhering to their law enforcement entity General Orders, policies, and procedures as if they were performing on-duty police services. Officers working secondary employment are accountable for their ethical conduct in and around CCRTA properties. Officers will commit their entire time and attention to CCRTA business while on-duty with CCRTA.

Coordinator policies prohibit the enforcement of 'house rules' while working secondary employment. When working for CCRTA, the officers' primary responsibility is the enforcement of Federal and State laws and City Ordinances to protect life and property and to keep the peace. Officers will assess situations and determine what enforcement range of action is appropriate, including the summoning of on-duty law enforcement resources. Officers will assist CCRTA employees in any manner appropriate as long as it does not violate their law enforcement entity General Orders/S.O.P.'s.

3.0 Purpose

The General Work Rules, herein after referred to as "GWRs" ensure a working knowledge of CCRTA policies and procedures. The guidelines in the GWRs pertain to all law enforcement officers employed by CCRTA in a secondary employment capacity. The lack of knowledge and/or understanding of General Orders/SOP's and/or CCRTA's GWRs will not be considered by the agency as an excuse for failure to comply with the rules. Violations may result in disciplinary action including and up to dismissal from the CCRTA contract as outlined in the General Orders regarding secondary employment. The Security Department will issue a copy of the GWRs, including all updates, to each officer employed by the CCRTA. A current copy of the GWRs will remain in the Security Office at all times and in the patrol books. The agency provides changes/updates to the GWRs in hard copy and/or electronic form. Officers are responsible to know and abide by the updated information twenty-four (24) hours after the issuance/electronic notification of issuance.

Officers employed by CCRTA are subject to all CCRTA policies and regulations including tobacco use and the operation of electronic entertainment and communication devices while operating agency vehicles.

4.0 High Protocol

Officers must meet all CCRTA criteria for employment. Officers must be eligible to work in a secondary employment capacity and meet all criteria of his/her respective agency's secondary employment policy. Officers must submit and satisfy the FTA's (Federal Transportation Administration) Drug and Alcohol policies both during the hiring process and while employed by the agency; meaning officers are subject to random testing.

5.0 Description of Services

Law Enforcement Services for the CCRTA's facilities will consist of the following:

5.1 Services will be performed at the CCRTA Operations at 5658 Bear Lane, Corpus Christi, TX, 78405 and at the CCRTA Administration, 602 N. Staples, Corpus Christi, TX 78401

5.1.1 Administration Building - Board Meeting Coverage
1st Wednesday of every month 8 a.m. – 11 a.m.

5.1.2 Services will be performed at all CCRTA Transit Stations.

5.1.2.1 Stations and times listed below:

Staples Street Center

6:00 a.m. – 1:00 a.m. – Monday – Sunday

Additional Coverage

12:00 p.m. – 3:00 p.m. – Monday – Friday (Additional officer)

3:00 p.m. – 10:00 p.m. - Monday – Sunday (Rover Stationed at Staples Street Center unless called away)

Must have **two** officers at Staples Street Center station on Monday – Friday from noon to 10:00 p.m., and on Saturday and Sunday from 3:00 p.m. to 10:00 p.m.

Port/Ayers Station

9:00 a.m. – 10:00 p.m. – Monday – Friday

2:00 p.m. – 8:00 p.m. – Saturday – Sunday

Southside Transfer Station

9:00 a.m. – 10:00 p.m. – Monday – Friday

2:00 p.m. – 8:00 p.m. – Saturday – Sunday

Robstown Station

4:00 p.m. – 9:00 p.m. – Wednesday, Thursday, Friday, Saturday

(The police officers on duty must be in or around the transfer stations at all times.)

- 5.1.3 Services will be performed at all CCRTA Bus Stop Locations.
- 5.1.4 Services will be performed at CCRTA functions/special events when requested.
- 5.1.5 Services will be periodically performed on board CCRTA Buses, in uniform or as an undercover officer in plain clothes.
- 5.1.6 Officers will monitor the exterior of CCRTA locations.
- 5.1.7 Officers will notify the following of any illegal activity-taking place:

CCRTA Dispatcher/Supervisor	(361) 903-3585
CCRTA Director of Safety & Security	(361) 800-5181
Contractor-	TBD
Contractor-	TBD
- 5.1.8 Officers will document on the security log daily activities each time they are on duty. This includes check-in and check-out times. Anytime an officer is checking out of a transit station, he/she will call into CCRTA dispatch.

5.2 Contractor will provide all management, supervision, labor, materials, and equipment necessary to accomplish all the law enforcement services as described herein for the CCRTA Facilities. The CCRTA will provide a law enforcement vehicle for the mobile patrol assignments.

6.0 Qualifications, Responsibilities and Requirements of Contractor

6.1.1 Contractor must be licensed by TCLEOSE and must submit to the CCRTA's Contracts Department proof of the appropriate license upon request. The license must remain valid for the duration of the Contract. Furthermore, Contractor must possess and keep in force all additional licenses and permits required to perform the services of this Agreement.

6.1.2 Contractors must be trained preferably in, but not limited to, Background, Criminal, and Traffic Investigations; Narcotics Task Force, Firearms, SWAT - Tactical Operator, Computer Crimes, and on the Americans with Disability Act (ADA) to ensure a well experienced contractor.

6.1.3 All personnel assigned to the CCRTA Facilities must be classified as on active duty as a Law Enforcement Officers.

6.1.4 Contractor and CCRTA staff will discuss and develop a mutual understanding relative to the administration of a safety program before commencing work performed in conjunction with this Agreement. Contractor must observe safety, security and fire prevention regulations set forth by national, state and local laws, ordinances and codes, including those of the CCRTA and any other applicable regulations and decrees.

6.1.5 If required by the CCRTA, Contractor will develop standard operating procedures to govern and guide Law Enforcement Officers in their duties to meet the requirements of the CCRTA. The CCRTA will approve the standard operating procedures before being placed into use.

6.1.6 Contractor must be available twenty-four (24) hours a day to expedite emergencies, problems or complaints associated with this Agreement.

6.1.7 Emergency telephone listings will be supplied before the commencement of this Agreement. An answering service or paging procedure will not suffice.

6.1.8 Contractor must ensure all Law Enforcement Officers present a professional image for all personnel assigned to the CCRTA Facilities pursuant to State Statute. Law Enforcement Officers must present an acceptable appearance, must wear a uniform and patrol each station at all times.

6.1.9 Hours of service will be distributed evenly on a weekly basis throughout each year of the Agreement in a manner approved by the CCRTA's Director of Safety and Security. Under no circumstances will any Law Enforcement Officer be on duty at a CCRTA facility at a time when the Law Enforcement Officer is on duty for another governmental agency or employer. No Law Enforcement Officer will be scheduled to work more than 25 hours per week unless approved by the CCRTA's Director of Safety and Security for periods such as when the officer is off-duty on vacation.

6.1.10 Continuity of Operations: Contractor must fully recognize that the services covered by this Agreement are vital to the CCRTA's mission; that continuity of the services must be maintained at the utmost proficiency without interruption; and continuity of all services must be maintained by Contractor. Contractor must maintain, without interruption, the basic services defined in this Agreement. Therefore, if required by the CCRTA, Contractor must prepare contingency plans in the event of critical non - availability of employees. At a minimum, the contingency plan must include the following:

6.1.10.1 The names, addresses, telephone numbers and contact persons of proposed firms Contractor intends to utilize to provide the services defined in these specifications.

6.1.10.2 Assurance that all temporary or replacement employees will meet the experience and background requirement defined herein. Note: Contractor must ensure all Law Enforcement Officers will work for the standard hourly rates.

6.1.11 Weekend/Holiday Shift Differential: The CCRTA will not pay premium hourly rates for shift differential for weekend/holiday work. Accordingly, Contractor is responsible for assigning Law Enforcement Officers to work for the standard hourly rate.

6.1.12 Tools, Equipment and Supplies: Contractor must ensure each Law Enforcement Officer provides such tools, equipment, supplies, materials, and any other items or services as may be necessary in order to enable the Law Enforcement Officer to provide the services required under the terms of the Agreement.

6.1.13 Communications equipment must be provided by the individual Law Enforcement Officer assigned by Contractor. This equipment is to be in acceptable condition. **Note:** Any property furnished by the CCRTA to fulfill contractual requirements that is lost or damaged resulting from improper use or negligence by Contractor, must be repaired or replaced by the CCRTA and the cost of such repairs or replacement will be deducted from the individual Law Enforcement Officer's compensation.

6.1.14 Tardiness and Absences: In the event a Law Enforcement Officer fails to report for work or reports to work late, Contractor must arrange for another Law Enforcement Officer to report to work. Any three occurrences of any officer reporting late or failing to report for duty without a replacement within a 90-day rolling period, based on the overall facts and circumstances, will result in the barring of the individual Law Enforcement Officer by the CCRTA. In the event of a Law Enforcement Officer reporting to work late, Contractor will adjust the payroll invoice to reflect the tardiness.

6.1.15 Apprehension and Restraint Procedures: Contractor is responsible for ascertaining the level of training of Law Enforcement Officers and ensuring they are fully trained in accordance with TCLEOSE standards.

6.1.16 Miscellaneous Equipment: The CCRTA will not be responsible for the safety of supplies and equipment belonging to Contractor or Law Enforcement Officers.

6.1.17 Law Enforcement Officers must not abandon their post(s) until properly relieved.

7.0 CCRTA Vehicles

7.1 Purpose and Scope

CCRTA utilizes motor vehicles operated by law enforcement officers in a variety of applications. Regulations relating to the use of these vehicles are in order to maintain a system of accountability and ensure vehicles are appropriately used. For the purpose of this policy, CCRTA vehicles are any vehicle used by law enforcement officers for official CCRTA business.

7.2 General Operation of CCRTA Vehicles

7.2.1 Officers will operate CCRTA vehicles in a careful and prudent manner within the guidelines of the law, CCRTA and their security department policy. Unsafe or negligent driving is prohibited.

7.2.1.1 Officers will operate vehicles in such a manner and at a rate of speed that the driver, by use of ordinary care, can avoid colliding with another vehicle, object, or person.

7.2.1.2 Officers will wear a seatbelt in the front or back seat while operating or riding inside of a CCRTA vehicle unless there is an operational, tactical, or medical need to be unsecured.

7.2.1.3 Officers will be responsible for paying any citations received while operating a CCRTA vehicle; e.g. red light camera citations, illegally passing a stopped school bus.

7.2.2 The use of a Personal Communication Device (PCD), such as a mobile phone, or wireless two-way communication device while driving can cause unnecessary distractions and presents a negative image to the public.

7.2.2.1 Officers operating emergency vehicles must restrict the use of these devices while driving to matters of an urgent nature and must stop the vehicle at an appropriate location to complete the call when practical.

7.2.2.2 Except in the case of an emergency, officers who are operating non-emergency vehicles will not use PCDs while driving unless the vehicle is specifically designed and configured to allow hands-free listening and talking. Such use must be restricted to business-related calls or calls of an urgent nature.

7.2.3 When a CCRTA vehicle is unattended and out of sight of the operator:

7.2.3.1 Officers will turn off, properly secure, and legally park the vehicle.

7.2.3.2 Any firearm inside the vehicle will be locked/secured unless being readied for use.

7.3 Check Out and Return of CCRTA Vehicles

This section covers the guidelines for checking out and returning CCRTA vehicles.

7.3.1 Officers will only use vehicles assigned to their duty location unless otherwise authorized by a CCRTA or coordinator.

7.3.2 Officers checking out a CCRTA vehicle will:

7.3.2.1 Legibly sign the vehicle out on the appropriate roster.

7.3.2.2 Conduct an inspection before using the vehicle and contact the CCRTA Coordinator or Director of Safety and Security if any issues are found; employees will:

7.3.2.2.1 Check for vehicle damage and cleanliness;

7.3.2.2.2 Check the condition of installed equipment; and

7.3.2.2.3 Perform a functionality check of all vehicle lights and emergency lights.

7.3.3 Officers returning a CCRTA vehicle will:

7.3.3.1 Park in a designated area at CCRTA facilities.

7.3.3.2 Turn off all equipment and electronics.

7.3.3.3 Remove any personal equipment and trash from the vehicle.

7.3.3.4 Secure the vehicle and return the keys to the Security Office.

7.4 Repair of CCRTA Vehicles

Officers will not use a defective CCRTA vehicle if the defect is such that the safety of the officer is in doubt or continued use would aggravate the defect.

7.4.1 Officers must report vehicle defects and malfunctioning emergency lights, sirens and radios to the Law Enforcement Coordinator and/or the Director of Safety and Security.

7.4.2 Officers will not operate vehicles removed from service for maintenance or repair.

7.4.3 Officers will document damage to security vehicles resulting from a prisoner's actions in the officer's incident report and will add the charge of "Criminal Mischief" to any other charges against the person.

7.4.3.1 The officer will report the damage to the coordinator supervisor and the CCRTA Security Office. The officer will write and report the incident and a description of the damage to the vehicle in the CCRTA incident report form.

8.0 Officer Response to Calls

The CCRTA Safety and Security Department has a responsibility to protect life and CCRTA property and to provide service to CCRTA customers and employees. To fulfill this obligation, it must provide an appropriate response to calls. Officers must be ever mindful that they have a responsibility to ***use caution, good judgment, and due care*** when operating vehicles in an emergency capacity to ensure the safety of motorists and pedestrians. This section describes the conditions under which a CCRTA Security vehicle, equipped with emergency lights and sirens, may operate as an emergency vehicle.

The authorized operation of a CCRTA security vehicle in an emergency capacity is much more restrictive than when operating a law enforcement agency marked vehicle in an emergency capacity. Officers are responsible for understanding the restrictions for operating CCRTA vehicles in an emergency capacity as outlined in this section.

8.1 Emergency Response and Vehicle Operations

8.1.1 Officers must immediately respond to all CCRTA calls for service.

8.1.2 Officers will only respond Code 1 (Routine Operation):

8.2. Code 3 (Emergency Operation)

Code 3 describes the operation of a vehicle with the emergency lights and siren activated.

8.2.1. CCRTA Officers may not operate Code 3, but may use the emergency lights to divert traffic for public safety purposes, or when parked or standing at an incident scene.

8.3 Code 1 (Routine Operation)

Code 1 describes the normal operation of a vehicle without the use of emergency lights or siren.

8.4 Prisoner Transport

Officers will not transport a prisoner in a CCRTA security vehicle that is not equipped with audio/video capabilities (DMAV) or a prisoner cage; request on-duty officers for transport.

9.0 Criminal Trespass

Officers' primary responsibility is the enforcement of Federal and State laws and City Ordinances to protect life and property and to keep the peace. Other than described in this section, officers are not allowed to enforce CCRTA policies or rules.

At the request of CCRTA personnel, officers may issue criminal trespass notices to individuals who are occupying CCRTA property, including but not limited to transit stops, for purposes other than use of CCRTA's transit services with approval of CCRTA Director of Safety & Security and Law Enforcement Officers. Law Enforcement Officers may obtain supervisory approval in person, by requesting the supervisor to the scene, over the phone if the situation permits.

Officers must comply with the reporting and arrest procedures outlined in their law enforcement agency General Orders. Officers will document the name of the authorizing supervisor in the CCRTA report.

10.0 Criminal Trespass

- 10.1** Officers must give their entire time and attention to CCRTA business and their respective assignments while on duty. No additional part-time work will be conducted during CCRTA duty.
- 10.2** Officers must not use or possess intoxicants, drugs or alcohol while on duty.
- 10.3** Officers are subject to CCRTA Drug and Alcohol Policy and any refusal of a random or “for cause” test will result in immediate termination of the officer from the contract.
- 10.4** Officers must review bulletins/notices at the beginning of each shift.
- 10.5** Officers will not entertain guest or transport non-business riders while on-duty without authorization from the on-duty supervisor or the CCRTA Director of Safety and Security.
- 10.6** Officers will not visit police precincts in the performance of their duties, unless authorized by the on-duty supervisor.
- 10.7** Officers must record all incident reports on the appropriate form(s) by the end of the shift.
- 10.8** Officers must adhere to the CCRTA Tobacco policy. Officers must not use tobacco on CCRTA property or in CCRTA vehicles except in designated areas (by signage).
- 10.9** Officers must not sleep, nor give the appearance of sleeping while on duty.
- 10.10** Officers must not convert lost articles found on CCRTA property to their own use.
- 10.11** Officers reporting to court for cases not involving CCRTA will log off as a CCRTA employee and log in upon return. Officers must notify the CCRTA Law Enforcement Coordinator and Director of Safety and Security.
- 10.12** Officers must not gamble, make bets or take part in any illegal activity while working.
- 10.13** Officers must not solicit nor accept any gift, gratuity or fees or on behalf of CCRTA or as a CCRTA employee.
- 10.14** Officers must not commit to expenditures on behalf of CCRTA without written authorization from the Director of Safety and Security.
- 10.15** Officers must exercise due care and caution in the use of all CCRTA property to prevent damage or misuse. Property includes employee ID badges, radios, vehicles, etc.
- 10.16** Officers must not divulge or permit access to CCRTA records without approval of the Director of Safety and Security.

- 10.17 Officers must not commit any act that brings discredit upon CCRTA.
- 10.18 Officers must not post or allow to be posted any unauthorized material on CCRTA property.
- 10.19 Officers must not operate any vehicle or equipment unless certified and/or authorized.
- 10.20 Officers must promptly sign-in and sign-out at the beginning and end of each shift.
- 10.21 Officers must treat customers, employees, and subordinates with respect at all times.
- 10.22 Officers will respond to pedestrian/vehicle accidents involving CCRTA vehicles when requested by the Director of Safety and Security to act as a liaison between on-duty police officers and the CCRTA.
- 10.23 When dispatched by radio control dispatch, the Law Enforcement officer must notify radio dispatcher of their current location.
- 10.24 Officers are not allowed to monitor the facilities from their vehicle.

Disregarding CCRTA guidelines could be considered insubordination, which could result in disciplinary action.

11.0 Law Enforcement Officer Work Rules Regarding CCRTA

- 11.1 All Law Enforcement officers are required to report to their CCRTA assignment in the proper police uniform.
- 11.2 Law Enforcement Officers are required to report for their uniformed assignment with approved equipment:
- 11.3 Officers must remain in their assigned duty sectors and not leave those sectors unless dispatched a call or they have obtained prior approval from the Law Enforcement Coordinator or Director of Safety and Security. Officers must not leave the CCRTA service area for any reason without prior approval from the on-duty Law Enforcement Coordinator or Director of Safety and Security.
- 11.4 When involved in an accident/incident the officer must contact radio dispatch. The officer must also inform the Law Enforcement Coordinator or Director of Safety and Security. The officer is also required to fill out all CCRTA accident related forms as directed by the responding CCRTA Road Supervisor.
- 11.5 Officers will monitor the radio for **ALL** dispatched calls. If at any time a single officer is dispatched to a disturbance call, another officer working that day, or the closest available officer, should acknowledge and respond to the call as a back-up officer until the primary officer advises the situation is under control.

- 11.6 Officers working a special assignment will not sit in their vehicles continuously while working the assignment. Periodic rest breaks are understandable and authorized when there is not a need for the officer's presence.
- 11.7 Officers working for CCRTA will not engage in any debate with CCRTA supervisors, dispatchers, or bus operators over the radio. If misconduct/conflict with a CCRTA employee occurs, the officer should document the misconduct/conflict in person or by e-mail to the Law Enforcement coordinator and CCRTA Director of Safety and Security as soon as practical.
- 11.8 When arriving at a call, officers will let the dispatcher know they are on scene and will notify the dispatcher of the action taken when they clear the scene.
- 11.9 Officers must respond to all bomb threats to CCRTA properties. The first officer at the scene will assume command and follow all CCRTA security and law enforcement guidelines, in conjunction with CCRTA's Bomb Threat Policy.
- 11.10 Officers will not respond to any of their law enforcement agency's dispatched calls for service, dispatched over their agency's radio to on-duty officers while working for CCRTA, unless there is an imminent threat of serious bodily injury or death to any person or an officer needs assistance. In such a case, officers will notify their law enforcement dispatcher, on the radio, that they are close to the call and are responding. The responding officer must notify the Law Enforcement coordinator or CCRTA Director of Safety and Security of their response and the extent of their involvement in the call as soon as practical.

12.0 Accountability and Corrective Action

- 12.1 Officers are responsible for complying with CCRTA General Orders, policies and procedures.
- 12.2 An officer's employment with CCRTA is on an **"at will"** basis and is subject to revocation at any time by the CCRTA. **CCRTA's employee grievance policy only applies to full-time employees.** Therefore, an appeal of a dismissal by the Law Enforcement Coordinator can only be made to the Director of Safety and Security.
- 12.3 CCRTA directed discipline has three tiers, warning (oral or written), suspension, and termination. Depending on the nature of the offense, a negative finding can go straight to termination of the officer's contract with the CCRTA.
- 12.4 The hours of each shift are predetermined according to the needs of CCRTA. An officer must be available to work the assigned hours of the shift. If an officer is going to be more than fifteen (15) minutes late, the officer must contact the Law Enforcement coordinator.
- 12.5 If an officer must leave his/her assignment more than fifteen (15) minutes early, the Law Enforcement Coordinator must be contacted by call or text.
- 12.6 Officers who are unable to work their assigned shift should locate a replacement. It is the responsibility of the original officer to call or text the assigned supervisor for that shift

and notify them of the replacement. CCRTA may require a written memo regarding the absence.

- 12.7 It is the officer's responsibility to work their assigned shift if a replacement is not located. The officer must notify the Law Enforcement Coordinator by call or text of the reason the officer will miss or be late to an assignment.
- 12.8 Any officer not complying with #4 - #7 above and missing their assignment(s) are subject to a suspension up to 90 days with an equal probationary period immediately following. A subsequent finding of non-compliance during the probationary period will result in termination from the contract. Depending on the nature of the offense, a negative finding can go straight to termination of the officer's contract with the CCRTA.
- 12.9 Officers must work at least three (3) shifts monthly, unless an exception has been granted by the Law Enforcement Coordinator, to remain in "good standing" with the agency.

13.0 CCRTA Law Enforcement Coordinator Duties - General

The CCRTA Coordinator is to perform security supervisory duties incumbent upon the respective law enforcement agency's department.

- 13.1 Update the on-duty officer roster with CCRTA radio communications.
- 13.2 Monitor radio transmissions for correct and timely transmissions. Assign calls when necessary. Determine when backup is needed, or when any other appropriate action as needed. Act as backup when necessary or dispatch the closest officer.
- 13.3 If radio dispatch calls an officer more than two times and the officer does not respond, it becomes the Law Enforcement Coordinator's responsibility to answer the dispatcher and accept the call for service. The Coordinator should also immediately make phone contact with the nonresponsive officer and obtain an explanation for not responding to the radio call. The Coordinator will determine the appropriate course of action based on the totality of the circumstances.
- 13.4 **CCRTA Disciplinary Policy:** Any CCRTA policy or rule violation committed by officers working for CCRTA should carry the same penalty as rule violations for other employees of the CCRTA. Any law enforcement entity or State law violation shall be reported.
- 13.5 The on-duty CCRTA Law Enforcement Rover is required to respond to the scene of all collisions/accidents involving officers operating CCRTA vehicles. On-duty officers should be called to the scene to complete the crash documentation according to CCRTA policies. The on-duty CCRTA Law Enforcement Officer will ensure all CCRTA guidelines are followed. If an officer is injured, the CCRTA Law Enforcement officer must submit a report of injury to the responding CCRTA road supervisor; submit an incident/accident report at the end of the shift and notify the Law Enforcement Coordinator and the Director of Safety and Security.
- 13.6 When the CCRTA Law Enforcement Coordinator notifies the Law Enforcement Officer of a "Hot Spot" location (areas in need of special patrol or attention), he/she will share all

pertinent information with the appropriate officer(s). Information may be distributed over the radio, in person and/or by electronic communication (call or text).

- 13.7** If an officer does not report within fifteen (15) minutes of the assigned shift the Law Enforcement coordinator will contact that officer and obtain the reason for his/her absence. The Law Enforcement Coordinator will then forward the information by e-mail to the Director of Safety and Security.

STANDARD SERVICE TERMS AND CONDITIONS

1. **SERVICE STANDARDS.**

Contractor shall perform all work set forth in the specifications in a “first class” manner, consistent with all applicable regulations and industry standards. All work shall be performed to the reasonable satisfaction of the CCRTA, and any defective or substandard performance shall be promptly remedied.

2. **INVOICES AND PAYMENTS.**

Contractor shall submit **separate invoices, in duplicate, on a monthly basis or as otherwise specified in the contract documents to CCRTA, Attn: Accounts Payable, 5658 Bear Lane, Corpus Christi, Texas 78405. Invoices shall indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule.** Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked “overdue.” The CCRTA reserves the right to review all of Contractor’s invoices after payment and recover any overcharges resulting from such review.

3. **TOOLS, EQUIPMENT AND SUPPLIES.**

Contractor shall provide such tools, equipment, supplies, materials, employees, management, and any other items or services as may be necessary in order to enable Contractor to provide the services required under the terms of this Contract.

4. **ESTIMATED QUANTITIES.**

The estimated quantities for services, supplies or work to be performed noted in the Price Schedule are approximate. These quantities are to be used only for the comparison of bids and the award of this Contract and are based on past and projected usage. Contractor agrees and understands that the actual quantities to be utilized are within the sole and absolute discretion of the CCRTA. Should the actual quantities be greater or lesser than the estimates contained in the Price Schedule, Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, Contractor agrees to honor quoted unit prices for the duration of this Contract.

5. LIABILITY INSURANCE COVERAGE.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense each of the following insurance coverages listed below having policy limits not less than the dollar amounts set forth:

Commercial general liability insurance with minimum policy limits of \$1,000,000.

(In the event motor vehicles will be used by Contractor to perform the services specified)
Automobile liability insurance with a combined single limit of \$1,000,000.

Contractual liability insurance covering Contractor's' indemnification obligations contained in this Contract.

Each of such insurance policies shall be issued by insurance companies licensed to do business in the State of Texas and rated A- or better by the A. M. Best insurance rating guide. Each such policy shall name the CCRTA as an additional insured, and a certificate of insurance evidencing such coverages shall be furnished to the CCRTA prior to the commencement of work and maintained throughout the term of the Contract. Such insurance policies shall not be cancelled, materially changed, or not renewed, without thirty (30) days' prior written notice to the CCRTA, and the certificate of such insurance coverage shall reflect the foregoing cancellation provision. Copies of the insurance policies shall be promptly furnished to the CCRTA upon its written request after award of contract.

6. WORKERS' COMPENSATION.

Contractor shall maintain at all times during the term of this Contract at its sole cost and expense workers' compensation as required by statute and employer's liability insurance with policy limits of \$300,000 containing a waiver of subrogation endorsement waiving any right of recovery under subrogation or otherwise against the CCRTA.

(In the event this Contract covers construction services, Section 6.1 through 6.11 shall apply.)

6.1 The following definitions shall apply:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until Contractor's work on the project has been completed and accepted by the CCRTA.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to

perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

6.2 Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the project, for the duration of the project.

6.3 Contractor shall provide a certificate of coverage to the CCRTA prior to being awarded the contract.

6.4 If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the CCRTA showing that coverage has been extended.

6.5 Contractor shall obtain from each person providing services on a project and furnish CCRTA:

6.5.1 a certificate of coverage, prior to that person beginning work on the project, so the CCRTA will have on file certificates of coverage showing coverage for all persons providing services on the project; and

6.5.2 no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

6.6 Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

6.7 Contractor shall notify the CCRTA in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

6.8 Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

6.9 Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

6.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;

6.9.2 provide to Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

6.9.3 provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

6.9.4 obtain from each other person with whom it contracts, and provide to Contractor:

a certificate of coverage, prior to the other person beginning work on the project; and

a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

6.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6.9.6 notify the CCRTA in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

6.9.7 contractually require each person with whom it contracts, to perform as required by this subsection, with the certificates of coverage to be provided to the person for whom they are providing services.

6.10 By signing this Contract or providing a certificate of coverage, Contractor is representing to the CCRTA that all employees of Contractor who will provide service on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

6.11 Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles the CCRTA to declare the Contract void if Contractor does not remedy the breach within 10 days after receipt of notice of breach from the CCRTA.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless the CCRTA, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and losses of whatsoever kind or character arising out of or in connection with any act or omission of Contractor or its officers, employees or agents, during the term of this Contract. Contractor shall assume on behalf of the CCRTA and the indemnified parties described above, and conduct with due diligence and in good faith, the defense of any and all such claims, whether or not the CCRTA is joined therein, even if such claims be groundless, false or fraudulent.

8. INDEPENDENT CONTRACTOR.

At all times during the term of this Contract, Contractor shall be an independent contractor to the CCRTA, and Contractor shall not in any event be deemed an employee or other representative of the CCRTA. Any persons employed by Contractor shall at all times hereunder be deemed to be the employees of Contractor, and Contractor shall be solely liable for the payment of all wages and other benefits made available to such employees in connection with their employ. Contractor shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. Contractor warrants that any such employees shall be fully covered by workers' compensation insurance and that each of such employees has been carefully screened as to character and fitness for the performance of his or her job.

9. ASSIGNMENT.

Contractor shall not assign or subcontract any of its rights, duties or obligations under this Contract without prior written consent of the CCRTA. Contractor shall be entitled to assign, pledge or encumber its right to receive payments under this Contract pursuant to security interests created in conformity with the Uniform Commercial Code so long as the CCRTA shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of this Contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the CCRTA for damages or claims arising under this Contract or any other obligation owed by Contractor to the CCRTA.

10. AMENDMENTS.

No amendments, modifications or other changes to this Contract shall be valid or effective absent the written agreement of both parties hereto.

11. TERMINATION.

The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have in law or equity, specifically including, but not limited

to, the right to sue for damages or demand specific performance. The CCRTA additionally has the right to terminate this Contract without cause by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12. ADVERTISING.

Contractor shall not advertise or publish, without the CCRTA's prior consent, the fact that it has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local authorities.

13. GRATUITIES.

No gratuities in the form of entertainment, gifts, or otherwise, shall be offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the CCRTA with a view toward securing a contract or securing favorable treatment with respect to a contract.

14. EQUAL OPPORTUNITY.

Contractor agrees that during the performance of this Contract it will:

14.1 Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age or handicap.

14.2 Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

Contractor shall be advised of any complaints filed with the CCRTA alleging that Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether or not to terminate any portion of this Contract for which the services have not yet been performed; however, Contractor is specifically advised that no equal opportunity employment complaint will be the basis for denial of payment for any services already completed.

15. ENFORCEABILITY.

This Contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any state court of competent jurisdiction in Nueces County, Texas. Contractor shall comply with all applicable laws and regulations in performing under this contract.

16. NOTICES.

Notices shall be given to the parties by delivering or mailing such notice to the addresses set forth in the Contract documents, or at such other addresses as the parties may designate to each other in writing.

17. INTERPRETATION.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting party has knowledge of the performance and opportunity for objection.

APPENDIX A

PRICE SCHEDULE

RFP No.: 2017-S-12

PROPOSER _____

INSTRUCTIONS:

- (1) Refer to "Instructions to Proposers" and quote your best price.
- (2) This is a three-year base contract with one two-year option.
- (3) PROPOSERS must complete all information requested.
- (4) Submit a signed original of this Price Schedule, **sealed in a separate envelope**, along with your proposal to the CCRTA Staples Street Center, Attn: Contracts Department at 602 N. Staples Street, Corpus Christi, Texas 78401. On the outside of the envelope include your company name and the information as stated in the "Instructions to Proposers", Section 5, "Submission of Proposals".
- (5) Proposal due date: July 17, 2017 by 3:00PM (CST).

THREE YEAR – BASE BID

Estimated Annual Hours 19,470 (a)					
Description	Location	Year 1 (b) Rate per hour	Year 2 (c) Rate per hour	Year 3 (d) Rate per hour	Law Enforcement Officers Three Year Base Total
Law Enforcement Officers	All CCRTA Transfer Stations and Properties	\$ _____	\$ _____	\$ _____	
19,470 estimated hours (a) multiplied by rate per hour		a*b = \$ _____	a*c = \$ _____	a*d = \$ _____	\$
Coordinator Fee	All CCRTA Transfer Stations and Properties	\$ _____	\$ _____	\$ _____	Coordinators Fee Three Year Base Total
19,470 estimated hours (a) multiplied by rate per hour		a*b = \$ _____	a*c = \$ _____	a*d = \$ _____	\$
Grand Total					

APPENDIX A

PRICE SCHEDULE CONTINUED

ONE TWO-YEAR OPTION

Estimated Annual Hours 19,470 (a)					
Description	Location	Year 4 (b) Rate per hour	Year 5 (c) Rate per hour		
Law Enforcement Officers	All CCRTA Transfer Stations and Properties	\$ _____	\$ _____	Law Enforcement Officers Two Year Option Total	
19,470 estimated hours (a) multiplied by rate per hour		a*b = \$ _____	a*c = \$ _____	\$	
Coordinator Fee	All CCRTA Transfer Stations and Properties	\$ _____	\$ _____	Coordinators Fee Two Year Option Total	
19,470 estimated hours (a) multiplied by rate per hour		a*b = \$ _____	a*c = \$ _____	\$	
Grand Total					

SIGNED BY: _____ TITLE: _____

PRINT: _____ DATE: _____

CERTIFICATION FORMS

Do NOT Alter Any Forms.
Doing so will deem your bid as non-responsive.

Please fill out and sign the following forms and return with your signed bid.

Reminders:

- Acknowledge any addendums issued on the bottom of (Appendix C) Certification and Statement of Qualifications form.
- Include your firm's DUNS number on the bottom of (Appendix C) Certification and Statement of Qualifications form. Be sure that your firm is registered with the System of Award Management "SAM" and visit SAM.gov to ensure that your firm's status is active with no exclusions before submitting your bid.

APPENDIX B
CERTIFICATION FORM

In submitting this proposal, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

- (1) **Proposal Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Proposals with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE Certification:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Corpus Christi Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Corpus Christi Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Non-Debarment Certification:** Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature

Printed Name

Title

Date

**APPENDIX C
CERTIFICATION AND STATEMENT OF QUALIFICATIONS**

The undersigned PROPOSER hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications, and conditions thereof.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Firm Name: _____

Business Address: _____
Street, City, State and Zip

Telephone: Office: _____ Fax: _____

Email Address: _____

Firm Owner: _____ Firm CEO: _____

Taxpayer Identification Number: _____

Number of years in contracting business under present name: _____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a Contract? _____

Taxpayer ID#: _____ Date Organized: _____

Date Incorporated: _____

Is your firm considered a disadvantaged business enterprise (DBE)? _____

If you answered yes to the DBE question, explain type. _____

ADDENDA ACKNOWLEDGMENT

Receipt of the following addenda is acknowledged (list addenda number):

DUNS # _____ (Required) A DUNS number may be obtained from D & B by telephone (currently at 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>).

APPENDIX D

DISCLOSURE OF INTERESTS CERTIFICATION

FIRM NAME: _____

STREET: _____ CITY: _____ ZIP: _____

FIRM is: 1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheets.

1. State the names of each “employee” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
_____	_____
_____	_____

2. State the names of each “official” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME	TITLE
_____	_____
_____	_____

3. State the names of each “board member” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
_____	_____

4. State the names of each employee or officer of a “consultant” for the Regional Transportation Authority who worked on any matter related to the subject of this contract and has an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME

CONSULTANT

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Regional Transportation Authority, Texas as changes occur.

Certifying Person: _____

Title: _____
(Type or Print)

Signature of Certifying Person: _____

Date: _____

APPENDIX E



CORPUS CHRISTI REGIONAL
TRANSPORTATION AUTHORITY

CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY BOARD APPROVED

ACCESSIBILITY POLICY

POLICY STATEMENT

To provide full participation and equality of opportunity for people with disabilities, people who are aging and other people with access and functional needs, the Corpus Christi Regional Transportation Authority (CCRTA) Board of Directors calls for all CCRTA departments, within their regular duties and responsibilities, to establish a commitment to access.

APPLICABILITY

This policy statement is broad, cross-cutting and designed for application to all actions of the CCRTA, including but not limited to the following:

- Policy Development
- Customer Service
- Service Provision and Operation (Directly Provided or Contracted)
- Employment
- Physical Environment
- Communications/Media/Website
- Public Involvement
- External Meetings and Agency Sponsored Events
- Fleet Characteristics
- Maintenance
- Safety/Security/Emergency Operations
- Procurements
- Staff Development and Training
- Construction and Engineering
- Route and Service Planning

IMPLEMENTATION

Effective implementation of the Accessibility Policy statement begins with the establishment of a Universal Access Team. Each CCRTA department will designate sufficient and appropriate team

members to serve and meet monthly to ensure compliance with the policy. This team will help develop guiding principles in conjunction with the CCRTA Regional Committee on Accessible Transportation (RCAT). Meeting of the Universal Access Team will be coordinated through the designated CCRTA ADA Coordinator and report current activities and initiatives to the Chief Executive Officer (CEO).

Support of all CCRTA staff will include initial and ongoing training and professional development regarding integration and elimination of barriers for people with disabilities, people who are aging and other people with access and functional needs.

Additional tools available to all CCRTA staff will include the use of an Impact Statement (approved by the CEO) to ensure an effective outcome. The Impact Statement will provide for the review of programs, projects, and developing or ongoing CCRTA services that answer, at a minimum, the following questions:

- Are any barriers being created for people with disabilities, people who are aging and other people with access and functional needs?
- Is CCRTA enhancing access and integration for people with disabilities, people who are aging and other people with access and functional needs?
- Does the program, project, or service result in the most integrated setting appropriate for people with disabilities, people who are aging and other people with access and functional needs?
- Has CCRTA taken steps to reduce or eliminate any negative impacts?

POLICY REVIEW

Review of this policy will be done no less than annually or more frequently as needed. To complement the review, CCRTA staff through the Universal Access Team will establish procedures and conduct the following:

- Establish Review Baseline
- Conduct Internal Review of Regulatory Compliance to include an ongoing ADA Performance Monitoring Program for all modes of transportation
- Self-Evaluation Review and Update
- ADA Transition Plan Review and Update
- Establish Best Practices and Lessons Learned Components

Adopted July 6, 2011

Signed by: _____

Company: _____

Position: _____

Date: _____

APPENDIX F

REFERENCES: The Proposer must supply a list of three (3) similar projects which he/she has completed within the last five (5) years that satisfactorily met the client's specifications, and list three (3) that did not satisfactorily meet the client's specifications.

1. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

2. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

3. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

4. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

5. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

6. Company: _____
Owner: _____ Contact: _____
Address: _____
Telephone No.: _____
Project: _____
Date Completed: _____ Cost: _____

CONTRACTS ON HAND: The Proposer must provide a list of contracts that the firm is currently in process:

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

(Please submit **one** form for **each** Request for Information/exception/approved equal)

Page: ____

VENDOR: _____

PROJECT: RFP No. 2017-S-12

PAGE: ____ PARAGRAPH: ____ SUBJECT: ____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee

APPENDIX H

PROPOSAL SUBMISSION CHECKLIST

In order for your proposal to be deemed as responsive to the requirements of the RFP, please use the checklist below to be sure that your proposal package includes all required documents.

Proposal Documents Required	Check
Proposals MUST BE submitted in the following format:	
1. Cover Letter	
2. Qualifications and References	
3. Experience	
4. Certification Forms	
Proposals MUST include the following:	
One Original Proposal	
Five hard copies of Proposal	
One Electronic copy on a USB Flash Drive	
Price Schedule (Appendix A) – 1 original sealed in a separate envelope NO OTHER COPIES ARE TO BE SUBMITTED. DO NOT INCLUDE A COPY ENCLOSED WITH YOUR PROPOSAL.	
- Price Schedule (Appendix A) Proposer must:	
1. List the Proposer's Name	
2. Complete the Price Schedule – Three Year – Base Bid	
3. Complete the Price Schedule – One Two-Year Option	
4. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)	
Certification Form (Appendix B) – Sign, Print, Date and list Title	
Certification and Statement of Qualifications (Appendix C)	
- Certification and Statement of Qualifications (Appendix C) Proposer must:	
1. Sign	

2. Print Name	
3. Title and Date	
4. Firm Name	
5. Business address: Street, City, State and Zip	
6. Office and fax telephone numbers	
7. Email address	
8. Firm owner and Firm CEO	
9. Taxpayer Identification Number	
10. Number of year in contracting business under present name	
11. Type of work performed by your company	
12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type.	
18. Addenda Acknowledgement – write in each addendum issued (<i>i.e.</i> Addendum No. 1, 2, and 3)	
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov	
Disclosure of Interest Certification (Appendix D)	
- Disclosure of Interest Certification (Appendix D) the Proposer must:	
1. Firm Name	
2. Street, City, Zip	
3. Identify your Firm by circling one of 1-4 or provide other in 5	
4. If there is a conflict of interest in the Disclosure Questions, then provide the name of the individual, job title and department or board, commission or committee.	
5. If there is not conflict then move to the Certificate section and Print, list Title, Sign and Date	
Accessibility Policy (Appendix E) – Sign, List Company, Position, and Date	

References (Appendix F)	
- References (Appendix F) the Proposer must:	
1. List 3 similar projects which he/she has completed within the last five years that satisfactorily met the client's specification	
2. List three that did not satisfactorily meet the client's specifications	
3. Provide a list of contracts that the firm currently has in process.	
Request for Information Form (Appendix G) – include any RFIs in which your firm submitted.	
Proposal Submission Checklist (Appendix H)	