



**REQUEST FOR PROPOSALS
FOR
SECURITY GUARD SERVICES**

RFP NO.: 2024-S-05

Date Issued: February 22, 2024

Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 602 N. Staples Street, Corpus Christi, Texas 78401 or by email at procurement@ccrta.org until 3:00 p.m. (CST) Thursday, April 4, 2024 for Security Guard Services at the Staples Street Center and Bear Lane Operations Facility. This is a five (5) year service contract. Proposals will be valid for one hundred twenty (120) calendar days from the Board approval date.

PROPOSERS are encouraged to attend a pre-proposal conference on Thursday, March 7, 2024, at 3:00 p.m. (CST) in the Boardroom on the second floor of 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. While this meeting is not mandatory, Proposers are strongly encouraged to attend.

If you are unable to attend the pre-proposal conference, but would like to remotely participate, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) Thursday, March 7, 2024.

Requests for Information are due by 3:00 p.m. (CST), Thursday, March 14, 2024, with a response from the CCRTA by Thursday, March 21, 2024.

Copies of this Request for Proposals (RFP) and information may be obtained from the CCRTA's website at www.ccrta.org/news-opportunities/business-with-us/. Further information may be obtained from Christina Perez, Director of Procurement, or Sherrié Clay, Procurement Specialist, at procurement@ccrta.org.

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

- Request for Proposals,
- Proposal Submission Checklist (Use as a reference),
- Instructions to Proposers,
- Statement of Work,
- Special Instructions, and
- Standard Service Terms and Conditions.

Attachments and Certifications:

- Price Schedule (Attachment A) - Separate Electronic Attachment (Microsoft Excel),
- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Bidder/Offeror/Proposer Information Sheet (Attachment F), and
- Request for Information Form (Attachment G).

Exhibit:

- Uniform Requirements Table (Exhibit A).

FIRMS must submit a proposal, and all documentation supporting the Proposal. The Price Schedule (Attachment A) is a separate document in Microsoft Excel format which must be signed and dated. **Failure to provide this information may deem your proposal to be non-responsive.**

Proposers are to choose one submission option. If submitting by mail, **DO NOT** submit electronically. If submitting electronically, **DO NOT** submit by mail.

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

For mailed proposal submissions, please submit as follows:

- Proposal in Response to the RFP - **one (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,**
- Price Schedule (Attachment A) – Separate Electronic Attachment (Microsoft Excel) **One (1) signed hard copy in a separately sealed envelope, and one (1) electronic version in Microsoft Excel format supplied on a USB Flash Drive,** and
- Attachments and Certifications: (B, C, D, E, and F).

For electronic proposal submissions, please submit the required documents as separate electronic files, following the instructions below:

- Proposal in Response to the RFP,
- Price Schedule (Attachment A), and
- Attachments and Certifications: (B, C, D, E, and F).

Ensure that all three (3) electronic files are clearly labeled with the corresponding document name and submit them in the same email to procurement@ccrta.org.

Note: Proposer's email submission must be less than 50MB. If your email submission is more than 50MB, submit your proposal via a file storage service such as drop box, hightail, etc. If you choose to submit via a file storage service, send a link to procurement@ccrta.org for the files to be accessed.

The following document is required to be submitted ONLY upon notification of recommendation for award:

- Form 1295 "Certificate of Interested Parties"

Proposers are encouraged to utilize the enclosed Proposal Submission Checklist to ensure your proposal package is responsive to the requirements of this RFP.

- Proposal Submission Checklist

PROPOSAL SUBMISSION CHECKLIST

(USE AS A REFERENCE)

Proposal Submission Checklist	Check
Proposals MUST BE submitted in the following format:	
1. Cover Letter	
2. Price Schedule (Attachment A)	
3. Attachments and Certifications (B, C, D, E, and F)	
3.1 Certification Form (Attachment B)	
3.2 Conflict of Interest Acknowledgement and Certification (Attachment C)	
3.3 Acknowledgement of Addendum/Addenda (Attachment D)	
3.4 References (Attachment E)	
3.5 Bidder/Offeror/Proposer Information Sheet (Attachment F)	
Proposals MUST include the following:	
If submitting my mail:	
• One Original Proposal (Items 1, and 3 – 3.5 (listed above))	
• Five hard copies of Proposal	
• One Electronic copy on a USB Flash Drive	
Electronic Submission of Proposal: Submit by email to procurement@ccrta.org.	
Include the following in one electronic file:	
• Response to RFP,	
• Price Schedule (Attachment A), and	
• Submit all Attachments (B, C, D, E, and F).	
2. Price Schedule (Attachment A)	
Proposer must:	
• List the Proposer's Name at the top of the page.	
• Sign, Print, Date, and enter Title at the bottom of the page.	
• Submit	
▪ One signed pdf, and	
▪ One electronic file on a USB flash Drive.	
3. Attachments B, C, D, E and F	
3.1 Certification Form (Attachment B) – Sign, Print, list Title and Date	
3.2 Conflict of Interest Acknowledgement and Certification (Attachment C)	
- Sign, list Title, Print, and Date	
3.3 Acknowledgement of Addendum/Addenda (Attachment D)	
- List Firm Name and write in each addendum issued (<i>i.e. Addenda No. 1,2, and 3</i>)	
- Sign, Print Name and Title, and Date	

3.4 References (Attachment E) DO NOT Include CCRTA As A Reference	
The Proposer must:	
- List 4 similar projects which he/she has completed within the last five years.	
- Provide a list of contracts that the firm currently has in process.	
3.5 Bidder/Offeror/Proposer Information Sheet (Attachment F)	
1. Bidder/Offeror/Proposer	
- List Company Name, Address, City, State, Zip Code, FEIN/TIN and Unique Identity number - List if the Company is a subsidiary. If yes, name the Holding/Parent Company - List the number of years the Company has been in business. - List the Company's Commodity/NAICS Code and Corresponding Index Entry	
2. Disadvantaged Business Enterprise (DBE) Certification	
- If you are currently certified as a DBE, list the year of initial certification and the name of the agency with whom you are certified.	
3. Bidder/Offeror/Proposer Primary Contact	
- List Name, Title, Telephone numbers (office and mobile), and a valid email address	
4. Authorized Signatory (If different from Primary Contact)	
- List Name, Title, Telephone numbers (office and mobile), and a valid email address	

INSTRUCTIONS TO PROPOSERS

1.0 GENERAL

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

2.0 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.

3.0 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 based on this statement.

4.0 INFORMATION REQUIRED

4.1 Each proposer shall furnish the information required by the Request for Proposals. The proposer shall sign the Price Proposal 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 Proposal in ink or be typewritten.

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.

5.0 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: Procurement Department
602 N. Staples Street
Corpus Christi, Texas 78401
Proposal For: RFP No. 2024-S-05 Security Guard Services**

Proposal Due Date: Thursday, April 4, 2024, by 3:00 p.m. (CST)

If hand delivery is preferred, please deliver to the CCRTA receptionist located on the third floor at the above location to be time and date stamped.

For electronic submission of your proposal, please email your proposal to procurement@ccrta.org before the proposal submission deadline.

- 5.2 **The Price Schedule (Attachment A) must be signed and submitted in a separately sealed envelope along with the proposal and required Attachment forms and one (1) electronic version in Microsoft Excel format supplied on a USB Flash Drive. If submitting electronically, the Price Schedule (Attachment A) must be submitted in a separate electronic file from the proposal. All three (3) files must be clearly labeled with the corresponding document name and submitted in the same email.** 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:

- **Thursday, February 22, 2024 – RFP Issued**
Proposal documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.
- **Thursday, March 7, 2024 – Pre-Proposal Conference** will be held at 3:00 p.m. (CST) in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To remotely attend, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) on this day.
- **Thursday, March 14, 2024 – Requests for Information Due**
Written Requests for Information (Attachment G) are due by 3:00 p.m. (CST). Please submit **one** form for **each** Request for Information. Request for Information must be emailed to procurement@ccrta.org.
- **Thursday, March 21, 2024 – CCRTA's Response to Request for Information Due**
Responses will be posted as an addendum to the CCRTA's website at www.ccrta.org/news-opportunities/business-with-us/.
- **Thursday, April 4, 2024 – Proposals Due**
Written proposals are due no later than 3:00 p.m. (CST). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 or submitted electronically by email to procurement@ccrta.org prior to deadline.
- **Thursday, April 4, 2024 – Proposal Closing**
The Proposal Closing will be held at 3:30 p.m. (CST) on Thursday, April 4, 2024, in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Proposal Closing remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) Thursday, April 4, 2024.
- **Best and Final Offer – TBD**
The 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.

- **Tentative Contract Award – May 8, 2024**

The CCRTA's Board of Directors will meet to award a contract to the successful Proposer.

6.0 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.

7.0 PROPOSALS CLOSING

Only the names of Proposing Firms that submitted proposals will be announced by the CCRTA at the proposal closing. Price Proposals will not be opened. 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.

Proposers are welcome to attend the Proposal Closing scheduled for Thursday, April 4, 2024, at 3:30 p.m. (CST) in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To attend the Proposal Closing remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) Thursday, April 4, 2024.

8.0 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; 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 the award.

9.0 ELIGIBILITY FOR AWARD

- 9.1** 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.
- 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.

10.0 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.
- 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.

11.0 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.

12.0 PROTESTS

If 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 board approval of an award. 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.

13.0 EQUAL OPPORTUNITY

Proposers are expected to comply with all applicable federal, state, and local laws concerning Equal Opportunity in employment and in the provision of goods and services by the proposer.

14.0 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 the 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.

15.0 FORM 1295 "CERTIFICATE OF INTERESTED PARTIES"

(Only to be submitted upon notification of recommendation for award.)

Proposers must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate of Interested Parties" upon notification that Proposer has been recommended for award. Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

(1) persons with a "controlling interest" in the entity, which includes: a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent; b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers; or

(2) a person who acts as an intermediary and who actively participates in facilitating a contract or negotiating the contract with a governmental entity or state agency, including a broker, adviser, attorney, or representative of or agent for the business entity who has a controlling interest or intermediary for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, and filed with the CCRTA. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

A Sample Copy of Form 1295 has been provided for reference only.

16.0 NO DIRECT CONTACT WITH CCRTA BOARD OF DIRECTORS

Proposers are advised not to contact any CCRTA Board of Directors directly in any manner during this proposal process. All communications directly with the Board should be reserved for public meetings in which this item is properly posted on the agenda. All communication regarding this RFP must be made through the Procurement Department.

STATEMENT OF WORK

1.0 BACKGROUND

The CCRTA is seeking proposals from interested and qualified companies or firms that have more than five (5) years of experience in providing security guard services. The Contractor will provide security guard services at the CCRTA's Staples Street Center, Bear Lane Operations Facility, and throughout the CCRTA's service areas.

2.0 PROEJCT DESCRIPTION

The CCRTA will require commissioned and non-commissioned security guard services at the CCRTA's Staples Street Center at 602 N. Staples Street, Corpus Christi, TX 78401, and the Bear Lane Operations Facility located at 5658 Bear Lane, Corpus Christi, TX 78405 as well as throughout the CCRTA's service areas.

The awarded Contractor will provide a total of **10,816** billable hours per year for commissioned security guards. The Staples Street Center will require **4,576** hours at the Commissioned Security Guard-1 rate, and **6,240** hours at the Commissioned Security Guard-2 rate.

The Contractor will provide a total of **37,856** billable hours per year for non-commissioned security guard coverage at both locations. The Non-Commissioned Security Guard-1 rate will require **22,714** hours, and the Non-Commissioned Security Guard-2 rate will require **15,142** hours.

The Contractor will provide **2,730** commissioned security guard billable hours, for a Supervisor/Rover to include the supervision and performance of all necessary security related functions required to protect the CCRTA's patrons, employees, tenants, and property.

The Contractor will provide a Project Manager to oversee the contract. Compensation will be a flat payment of **\$20,000** yearly and paid in increments of **\$5,000** quarterly.

The Staples Street Center property consists of a three-story office building with an estimated size of 79,000 square feet. Within the building, there is a green roof area located on the third floor. The building has two elevators and three public restrooms. Adjacent to the property is a parking lot consisting of approximately 150 parking spots. Also, on-site is a public transfer station with eight bus bays, which is operated by the CCRTA.

The is a multi-tenant building, and it is currently 100 percent leased out. One of the tenants is Valley Transit bus system which stages the arrivals and departures of their patrons at this location. They have three bus bays separate from the CCRTA's bus bays.

Across the street from the parking lot is another lot that will provide for overflow parking which must be secured as well.

Along with protecting the CCRTA's property, the Contractor must provide security guards during special events at the building/property sites at no overtime cost, except for unforeseen events.

3.0 LEVEL OF SERVICE

The Contractor will provide commissioned and non-commissioned security guards. The Contractor will provide security guards seven (7) days a week, 24 hours a day. The CCRTA's staff will determine the start and end time for each post. Setting work shifts for each post is at the discretion of the Contractor. Commission and non-commission security guards will be eligible for a promotion from guard one to guard two after eighteen months of service by approval of the Deputy CEO/Chief Safety Officer.

The CCRTA request that the Contractor must pay as follows:

Security Guard Services	
Description	Rate Per Hour
Commissioned Security Guard-1	\$18
Commissioned Security Guard-2	\$19
Non-Commissioned Security Guard-1	\$15
Non-Commissioned Security Guard-2	\$16
Supervisor/Rover Security Guard	\$21

The CCRTA will pay time and a half based on the billing rate of the contract as overtime.

The CCRTA will inform the Contractor in writing when posts are added or deleted. The Contractor is **not** allowed to change the rate per hour due to adjustments to the number of security guards, hours, or posts.

The CCRTA reserves the right to prohibit any Project Manager, Supervisor, or Security Guard from providing service under this Contract for any cause related to past performance, allegation of wrongdoing, or any reason, whether substantiated or not.

4.0 SUPERVISORY PERSONNEL

4.1 Project Manager

Supervision of the Contractor's day-to-day operation is the responsibility of the Contractor. The Contractor's Supervisor in charge of work under this contract must be of unquestionable integrity and must have a minimum of two (2) years of successful security experience in an administrative and supervisory capacity. The Supervisor will be available to receive and follow orders from the CCRTA's Deputy CEO/Chief Safety Officer and/or designee, which affects the operation of the security force. The Project Manager must visit the site every day for one hour in the morning and one hour in the evening at all CCRTA properties to ensure proper and satisfactory performance of the contract requirements.

The Contractor will provide, in writing to the Deputy CEO/Chief Safety Officer, the name of the individual the Contractor has selected to ensure the oversight of its employees and contract compliance. This individual must sign in and out when inspecting the security guards at the Staples Street Center as well as at CCRTA properties.

In addition, the telephone numbers of at least two management personnel with decision-making authority (prioritized by the Contractor) must be provided to the CCRTA. These individuals may be contacted on a 24-hour basis in case of an after-hours emergency.

The Project Manager will respond in person to any emergency or when specifically requested at any time by the CCRTA.

Duties and Responsibilities: The following duties and responsibilities of the Project Manager is **not** all inclusive and comprise only primary functions. Additional duties assigned by the CCRTA's staff will be provided at no additional charge to the CCRTA.

- Must be commissioned/non-commissioned.
- Must meet with the CCRTA's Deputy CEO/Chief Safety Officer and/or designee weekly at a time indicated by the CCRTA's Deputy CEO/Chief Safety Officer or designee to discuss security guard/Supervisor work schedules, upcoming assignments, and other issues. This is to be supplemented with daily phone calls. The frequency of meetings can be changed by the CCRTA's Deputy CEO/Chief Safety Officer or designee.
- Good working relationship with the CCRTA's employees, CEO, Executive Staff, Tenants, and Board of Directors.
- Provide a point of contact for the CCRTA's Deputy CEO/Chief Safety Officer and/or designee.
- Appoint a liaison between the CCRTA's Deputy CEO/Chief Safety Officer and/or designee and Contractor.
- Identify decision-making designee with authority for the Contractor,
- Provide oversight of Supervisors and security guards.
- Assist in coordinating the security needs of all the CCRTA's properties through the instruction of the CCRTA's Deputy CEO/Chief Safety Officer and designee.

- Coordinate and implement assignments received from the CCRTA's Deputy CEO/Chief Safety Officer and designee on a daily basis.
- Coordinate with the CCRTA's Deputy CEO/Chief Safety Officer and designee to provide security guards for special events as indicated in the general project description.
- Provide on-site coordination of security guards and Supervisors at special events and/or special assignments.
- Disseminate information received from the CCRTA's Deputy CEO/Chief Safety Officer and designee to the Contractor's Supervisors and security guards.
- Assist in orienting and training new employees.
- Ensure all security guard posts and Supervisor positions are manned on a daily basis.
- Direct and oversee the security Sign-In Roster.
- Physically inspect twice a day all security guards at all posts including posts at night and on weekends.
- Conduct uniform inspections.
- Prepare security guard/Supervisor work schedules.
- Ensure the Contractor's invoice is submitted on the date requested by the CCRTA.
- Attend meetings requested by the CCRTA's staff.
- Issue disciplinary actions to employees.
- Make contact with others to defuse volatile disturbances.
- Prepare and maintain records and reports on a daily, weekly, monthly, and yearly basis for the CCRTA's Deputy CEO/Chief Safety Officer and designee.
- Issue and maintain records of the CCRTA's radios, vehicles, and Security Golf-Cart's. (The CCRTA's vehicles must be authorized initially by the CCRTA's Deputy CEO/Chief Safety Officer and/or designee).
- Return calls to the CCRTA's Deputy CEO/Chief Safety Officer and designee within 20 minutes.
- Must respond on-site within 30 minutes if service is required after the operational hours of the contract.
- Other duties as assigned.
- These requirements exclude marginal functions that are incidental to performing the job.

4.2 Supervisor/Rover

The Contractor's security Supervisor/Rover must be an individual of unquestionable integrity, and each must have a minimum of two (2) years of successful security experience in an administrative and supervisory capacity. The Supervisor/Rover must be available to receive and follow orders and instructions from the CCRTA's Deputy CEO/Chief Safety Officer and/or designee, which affect the operation of the security force. The Supervisor/Rover will oversee the activities of security personnel and assist in coordinating the security needs of all the CCRTA's properties through the

instruction of the Project Manager, the CCRTA's Deputy CEO/Chief Safety Officer and designee. Assignments are received in the form of written and oral orders.

The Supervisor/Rover must possess knowledge and skills in administering corrective measures to employees. They are required, in some instances, to make on-site, immediate, binding decisions that could be consequential in nature. The Supervisor/Rover must report all security infractions and report damage to the CCRTA's property and/or equipment to the Project Manager, the CCRTA's Deputy CEO/Chief Safety Officer and/or designee. The Supervisor/Rover will report to the Project Manager. Operational directives by the CCRTA's Deputy CEO/Chief Safety Officer and designee will usually be given to the Project Manager. If the Project Manager is not readily available, the CCRTA's Deputy CEO/Chief Safety Officer and designee may instruct the Supervisor/Rover to perform assignments.

All assignments received must be completed. The Supervisor/Rover shall not function as a security guard, fill a security guard post or function as the Project Manager. The Supervisor/Rover can fill a post only in an emergency situation. This is to be the exception and not the norm because the Supervisor/Rover will be unable to complete the required duties and responsibilities.

Duties and Responsibilities: The following duties and responsibilities of the Supervisor/Rover are **not** all inclusive and comprise only primary functions. Additional duties assigned by the CCRTA's staff will be provided at no additional charge to the CCRTA.

- Supervise the contract on a daily basis while performing duties as a Rover.
- Identify decision-making designee with authority for the Contractor.
- Direct and oversee security personnel activities on duty.
- Coordinate security personnel work schedules.
- Oversee the security Sign-In Roster.
- Ensure all security post coverage.
- Document and report all disciplinary actions of employees.
- Conduct uniform inspections.
- In the absence of the Project Manager, acts as a liaison between the CCRTA's Deputy CEO/Chief Safety Officer and/or designee and the Contractor.
- Assist in orienting and training new employees.
- Inspect the CCRTA's Rover vehicle and golf carts before each tour of duty and must document any damage and report findings to the Deputy CEO/Chief of Safety Officer (Vehicles are authorized by the CCRTA's Deputy CEO/Chief Safety Officer and designee.).
- Document and maintain records of the CCRTA's portable radios.
- Contacts others to defuse volatile disturbances.

- Prepare and maintain records and reports on a daily, weekly, monthly, and yearly basis for the CCRTA's Deputy CEO/Chief Safety Officer and/or designee.
- Patrol all CCRTA's properties and service areas.
- Develop good relationships with the CCRTA's employees, CEO, Executive Staff, Tenants, and Board of Directors.
- Be commissioned.
- Other duties as assigned.
- This job requirement excludes marginal functions that are incidental to performing the job.

5.0 Security Guards

Without exception, the Contractor will provide security guards to staff every post assigned by the CCRTA's Deputy CEO/Chief Safety Officer and/or designee. Additional posts may be included at a later date such as for park and ride locations and transfer centers. The Contractor must provide security guards for special events and other assignments as specified by the CCRTA. Security guards must perform the tasks for the corresponding post. Security guards will usually receive operational directives from the Project Manager or Supervisors. If the Project Manager and Supervisors are not readily available, the CCRTA's Deputy CEO/Chief Safety Officer and/or designee may instruct the security guards to perform assignments. All assignments received by the CCRTA's Deputy CEO/Chief Safety Officer and/or designee must be completed. A security guard cannot function as the Project Manager or day/night Supervisor. If the number of security guards is insufficient to cover unmanned posts, it is the Contractor's responsibility to have access to additional security guards.

Failure to provide security guards and Supervisors for all posts assigned by the CCRTA's Deputy CEO/Chief Safety Officer is a violation of the contract requirements that will result in Liquidated Damages and, possibly, contract termination.

6.0 On-Property Security Coverage

Duties and Responsibilities: This job requirement excludes marginal functions that are incidental to performing the job. Additional duties assigned will be provided at no additional charge to the CCRTA.

6.1 Administration Lobby Security Guard

- Must be commissioned.
- Greet and assist the CCRTA employees, guests, and visitors.
- Answer the security desk phone and refer callers.
- Enforce visitor sign in policy to access the 1st, 2nd, and 3rd floors.
- Enforce the CCRTA's Employee ID badge policy.
- Lock and unlock doors upon the request of authorized CCRTA employees.
- Periodically monitor the Visitors Parking Lot for suspicious activity.

- Issue parking citations to vehicles violating parking rules and regulations or vehicles not displaying the appropriate parking decal.
- All guards must be knowledgeable of all emergency procedures throughout all the CCRTA's properties.

6.2 Property Patrol – PM/Night Shift

- Check and secure main entrance doors and exterior doors at the Staples Street Center (SSC).
- Monitor any vehicle traffic at the main parking lot.
- Provide escort service for employees/tenants after hours upon request to the parking lot/s.
- Check all main doors (SSC).

6.3 Staples Street Center Building and Adjacent CCRTA Property

- Check in for tour of duty with the CCRTA's Police/Security Office.
- Will adhere to all the CCRTA's policies and procedures,
- Check daily activity log for special events, tours, and/or meetings in the facility.
- Greet and check the Employee Identification Card of all individuals entering the building.
- Enforce the sign-in policy to all CCRTA visitors and/or employees without an identification card.
- Monitor courier delivery and maintain delivery log to include contacting the addressee on the package.
- Answer the security desk phone and refer calls as needed.
- Conduct interior building check of all office doors.
- Conduct exterior building check, including gates.
- Report and document any safety, security, and maintenance issues to the Building Operations Manager.
- Report all emergencies to the Building Operations Manager.
- Provide escort service to employees and visitors upon request.
- Maintain and turn in a daily activity log for his/her shift.
- Monitor the CC-TV modular for the building.
- Conduct bus checks and report to the dispatcher of any suspicious activity.
- Must be alert for suspicious people or vehicle(s) entering.
- Must submit security guard system report daily.

6.4 Special Events – Commissioned and Non-Commissioned Security Guards

- Provide (2) two guards for coverage of special events consisting of a Commissioned or Non-Commissioned Security Guard on an as needed basis. On average about (8) eight events yearly.

7.0 Minimum Qualifications

The following are minimum qualifications for the Project Manager, Supervisors, and security guards. Except as authorized in writing in

advance, all Contractors' personnel for this contract will meet the following qualifications:

- Be a lawful resident of the United States and have appropriate work authorizations, where applicable.
- Security guard must be at least 20 years of age.
- Be literate in English. Ability to read and understand printed regulations, written orders, and instructions, and compose reports that convey complete information.
- Ability to acquire a good working knowledge of all duty requirements of a security guard, Supervisor, Project Manager within the terms of this contract.
- Must have a current and valid Texas Driver's License and provide a copy to the Deputy CEO/Chief Safety Officer and/or designee before operating a CCRTA vehicle.
- Physically capable of their assigned work and will be free from any communicable diseases and mental disabilities.
- Physical examination within the last six (6) months prior to being assigned to the CCRTA. A physician certification giving notice as to the results will be furnished to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee before assigned to duty for this contract.
- Must be trained in the walk-thru security metal detector that will be utilized at the CCRTA's Staple Street Center location.
- Must adhere to all drug and alcohol testing requirements.
- One security guard must be randomly selected for a monthly drug test from this contract only. Results will then be forwarded to the Deputy CEO/Chief Safety Officer and or his designee.

8.0 Responsibilities of Supervisors and Security Guards

8.1 Safety

Perform all necessary services to assure the safety and protection of CCRTA's employees, patrons and their personal property against injury, molestation, loss, or damage from any preventable cause including, but not limited to fire, theft, trespass, and intentional damage. Must be alert for suspicious people or vehicle(s) entering the CCRTA's buildings and parking lots.

8.2 Familiarity of all the CCRTA's Properties

Must be familiar with all buildings, parking lots, bus transfer stations, and the Valley Transit bus staging area.

8.3 Deviations from Prescribed Schedule

Be authorized to deviate from prescribed schedules covering patrol of the assigned sectors and other assigned locations whenever unusual

conditions or circumstances so demand. Such deviations and the reasons will be recorded in the security guard's daily activity log.

8.4 Maintain Order

Maintain order within the area of assignment.

8.5 Unauthorized Access

Security guards must be alert and assist in apprehending persons gaining unauthorized access to the CCRTA's property.

8.7 Emergency Assistance

In case of an emergency or occurrence adversely affecting the interest of the CCRTA, will immediately call the CCRTA's Dispatcher by phone or by two-way radio. The security guard must also notify the CCRTA's Deputy CEO/Chief Safety Officer and/or designee and submit a written report of the incident.

8.8 Report on Time

Report for duty on time and must electronically clock in and out using the iPad located at the CCRTA's properties.

8.9 Report Damage

Report any damage to the CCRTA's property, including but not limited to, gates, fences, lights, buildings, vehicles, and grounds.

8.10 Unauthorized Traffic

Patrol and monitor for unauthorized vehicle traffic and unauthorized parking by non-CCRTA employees. The CCRTA will allow the use of a patrol vehicle to authorized security guards and Supervisors to conduct CCRTA business only.

8.11 Assist Police Agencies

Detect, identify, report, and assist any police agency in apprehending people committing criminal offenses.

8.12 Parking Violations

Issue parking violations to vehicles that do not have the appropriate parking permit. The original copy must be submitted to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee.

8.13 Special Assignments

Supervisors and security guards will receive special assignments to carry out post orders. The Supervisors and security guards will be responsible for reading and carrying out post orders.

8.14 Other Security Functions

Perform other security functions as directed by the CCRTA's Deputy CEO/Chief Safety Officer and/or designee.

8.15 No Television or Radio

Security guards on duty will not be permitted to watch television, listen to radio, study, or read any non-business-related material.

8.16 Flyers

Distribution of flyers is not allowed.

8.17 Other Shifts

A Security guard on duty is not allowed to have worked an eight-hour shift for another contract prior to reporting for duty at the CCRTA.

9.0 Contractor's Responsibilities

9.1 Approval of Supervisors and Security Guards

The Contractor will submit a list of proposed security guards for assignment to this contract to the CCRTA's Deputy CEO/Chief Safety Officer or designee within thirty (30) calendar days of notice of contract award. The Contractor will also submit to the CCRTA's Deputy CEO/Chief Safety Officer or designee a "Criminal History Check" for the Project Manager, Supervisors and security guards who will be assigned to perform under this contract. The CCRTA's Deputy CEO/Chief Safety Officer and/or designee will evaluate and approve or disapprove the proposed Project Manager, Supervisor, and security guards. The Contractor will be notified immediately regarding the approval status of the proposed Project Manager, Supervisor, and security guards.

A letter indicating the names of all newly hired security guards must be delivered to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee. This process will be followed for all new hires and rehires.

9.2 Clear Police Record

The Contractor will provide sufficient personnel, including a Project

Manager, Supervisors, and security guards to properly fulfill its service obligations under this contract. The Contractor agrees to and shall insure that the Project Manager, Supervisors, and security guards assigned to the CCRTA have a clear police record. The CCRTA defines "clear police record" as a police record free of outstanding arrest warrants, pending felony or misdemeanor charges and no probation/jail time or deferred adjudication.

The Contractor must verify police records as well as provide a copy of criminal records upon request to the Deputy CEO/Chief Safety Officer, or his designee. The Contractor shall report, as soon as possible, all prior convictions/deferred adjudication and all present/pending charges to the CCRTA's Deputy CEO/Chief Safety Officer or his designee, not only during the pre-qualification phase, but any time new information pertaining to an individual assigned to the CCRTA arises, while this contract is in effect.

9.3 Disciplinary Action Program

The Contractor must have a disciplinary action program to address issues of absence, tardiness, not following orders, sleeping on the job, not wearing proper uniform or failure to follow appearance requirement, customer complaints, leaving posts without cause, etc.

9.4 Financial Responsibility

The Contractor will be responsible for financial responsibility for providing all labor, uniforms, badges, equipment, materials, supplies, training, drug and alcohol testing requirements, supervision, and management for the performance of this contract.

9.5 Weekly Work Schedule

The Contractor will provide a weekly work schedule of all Supervisors and security guards. The weekly work schedule will indicate the post and the name of the person filling the post. The work schedule will be submitted to the CCRTA's Deputy CEO/Chief Safety Officer or designee every Friday by 1:00 p.m. (CST).

9.6 Cell Phones

The Contractor will provide two smart phones to the security guards on duty. One at the Staples Street Center and the Bear Lane Operations Facility.

9.7 Liability

The Contractor will assume full liability for any act of its employee(s) in the exercise of security guards and supervisory functions.

9.8 CCRTA/Patron Property

The Contractor will be financially responsible for damage to CCRTA's golf carts, and anything stolen from the CCRTA, or patron property caused by his/her employees. The Contractor will make timely repairs or replacement of property damaged or stolen by his/her employees.

9.9 Employee Attendance

The Contractor will establish a procedure for determining if employees are at the work site on time and in proper uniform. An attendance record will be maintained daily and will be made available to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee.

9.10 Weapon

Commissioned Supervisors and security guards must be qualified with the weapon that he/she will be carrying on duty while at the CCRTA. Proof of qualification must be submitted to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee before he/she is allowed to work at the CCRTA.

Supervisors and security guards will not be allowed to carry a weapon they have not qualified with and submitted records of qualification for the CCRTA's review. No exceptions. The maximum allowable caliber for all weapons is .38 caliber for revolvers and .40 caliber for semi-automatic pistols. The weapon must be approved by the Contractor and Project Manager.

9.11 Uniforms

The Contractor will furnish a minimum of four sets of uniforms per year for all Supervisors and security guards. A uniform will be worn at all times while engaged in the performance of the duties required. Uniforms and the wearing of same in general will conform to the requirements and standards prescribed by the DPS. Uniforms must be approved by the CCRTA's Director of Safety and Security. See Appendix A for Uniform Requirements.

9.12 Appearance Requirement

The Contractor must establish a clear policy regarding their supervisors' and security guards' appearance and hygiene. It is non-negotiable that male security guards cannot have any visible tattoos, long hair, or beards. Additionally, female security guards must not have any visible tattoos, and their hair must be secured. No piercings or body modifications of any kind are permitted.

9.13 Uniform Inspections

The Contractor will establish a policy for random uniform inspections of

security guards by the Project Manager and Supervisors.

9.14 Delegating Assignments

The Contractor will establish a procedure for delegating special assignments to Supervisors and security guards. The Supervisors and security guards assigned will be responsible for reading and carrying out orders.

9.15 CCRTA's Policies and Procedures

The Contractor will establish a procedure for instructing Supervisors and security guards assigned to the CCRTA on the CCRTA's policies and procedures.

9.16 Abandoned Vehicles

The Contractor will establish a procedure for Supervisors and security guards to report abandoned vehicles at the park and ride facilities to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee.

9.17 Sexual Harassment Program

The Contractor must have an anti-discrimination, sexual harassment and retaliation policy and program. The Contractor is to provide written procedures for its employees to follow in reporting any complaint of discrimination, sexual harassment, or retaliation. The Contractor must provide every employee a copy of the antidiscrimination, sexual harassment and retaliation policy, as well as a copy of the written procedures. Every employee is to complete a one-hour training program concerning antidiscrimination, sexual harassment and retaliation program. The Contractor's policy and procedure should clearly reflect that any complaint or allegation of discrimination, sexual harassment and retaliation and/or retaliation against a third party client's employee -- such as a CCRTA employee, representative or agent — must be reported through the established procedure; and that where an allegation is made against a third party client's employee -- such as a CCRTA employee, representative or agent — the Contractor's Human Resources staff will immediately notify the third party client's responsible EEO Officer. To the extent any allegation is made against a CCRTA employee, representative or agent, the CCRTA's EEO Officer, should be notified immediately; and the Contractor and the Contractor's employees must provide all cooperation necessary for investigation and resolution of the allegations.

9.18 Invoices

The Contractor must submit invoices bi-weekly.

10.0 Training Program for All Supervisors and Security Guards

Once a security guard is hired, the security guard must complete a three (3) eight-hour day training requirement within seven days before being assigned a shift at no additional cost to the CCRTA. A letter indicating that a security guard has completed training must be delivered to the CCRTA's Deputy CEO / Chief Safety Officer before a security guard can provide service under this contract.

The Contractor is responsible for training all security guards and Supervisors in the responsibilities of all posts. All training materials and supplies will be provided by the Contractor. The Contractor is responsible for all costs related to training. The training requirements may be increased by the CCRTA. Any increases to the training program will be provided at no additional cost to the CCRTA.

11.0 Items Required for this Contract

11.1 Items Provided to the Contractor by the CCRTA

- Desk – The CCRTA will provide the Contractor with a desk located at the CCRTA's Security Office.
- Telephone - The Contractor will have access to one phone located at the CCRTA's Security Office. The telephone will be used for business purposes only.
- Two-Way Radio – The CCRTA will provide two-way radios for use by Supervisors and some of the security guards. The Contractor is responsible for cost of repairs if the two-way radio is damaged. The Contractor is responsible for the cost of replacement if the two-way radio is lost, stolen, or unit cannot be repaired. The CCRTA will deduct this cost from any compensation owed the Contractor.

11.2 Items Required by the Contractor

- Desktop or laptop computer and printer
- Office supplies (as needed)

12.0 Report and Records

12.1 Security Guard/Supervisors Work Schedule

The weekly schedule is used to record security guard and Supervisor assignments for the week. Security guard/Supervisors' work schedules will be submitted by 1:00 p.m. every Friday to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee. The work schedule must be

for the following week. The Security guard/Supervisors' work schedule format will be provided by the CCRTA. A daily assignment schedule is distributed to Base Dispatch and Bus Operation Dispatch.

12.2 Project Manager Weekly Schedule

The Contractor must provide the Project Manager's weekly work schedule for the following week every Wednesday by 3:00 p.m. to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee. The CCRTA's Deputy CEO/Chief Safety Officer can change the Project Manager's work schedule at any time.

12.3 Security Employee Sign in Roster

The sign in roster is used to record daily security hours of service to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee.

12.4 Unmanned Posts/Late to Post

Must provide a list daily of unmanned posts and those who have arrived late to their post to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee.

12.5 Personnel Files

The Contractor must keep a personnel file for each of the Contractor's employees, such as the Project Manager, Supervisors and security guards used for this contract at the CCRTA office. The Contractor must provide any employee's personnel file if requested by the CCRTA's Deputy CEO/Chief Safety Officer or designee. The personnel file must include the following information in the following order:

- Personal Information Sheet — consisting of general employee information (i.e.name, date of hire, SSN, address, contact numbers, emergency contact numbers, commission status and dates of commission, firearm qualification records and brief description of person),
- Photo of employee,
- Copy of Commission Card,
- Copy of Weapons Qualification Certificate,
- Copy of Driver's License,
- Copy of Social Security Card,
- Any medical document relieving the CCRTA of medical liability,
- Employer letter verifying that employee has cleared a criminal history check, and
- Copy of the negative pre-employment drug and alcohol test.

12.6 Incident Report

Incident reports used to record safety and security incidents that occur on the CCRTA's property are to be submitted to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee.

12.7 Accident Report

Accident reports used to report the CCRTA's vehicle accidents on the CCRTA's property or public roads are to be submitted to CCRTA's Deputy CEO/Chief Safety Officer and/or designee.

12.8 Information Report

Information reports used to report any information that may be pertinent to investigations, liability issues, or legal issues are to be submitted to the CCRTA's Deputy CEO/Chief Safety Officer and/or designee.

12.9 CCRTA Vehicle Log

The vehicle log is to record usage of the Security Rover vehicle for preventative maintenance.

12.10 Radio Check List

The radio checklist is used to record the daily radio count.

12.11 Billable Hours

The billable hours for the contract will consist of the following:

- 4,576 billable hours for Commissioned Security Guard-1 at the CCRTA's Staples Street Center and Bear Lane Operations Facility
- 6,240 billable hours for Commissioned Security Guard-2 at the CCRTA's Staples Street Center and Bear Lane Operations Facility
- 22,714 billable hours for Non-Commissioned Security Guard-1 at the CCRTA's Staples Street Center, Bear Lane Operations Facility, and bus rides
- 15,142 billable hours for Non-Commissioned Security Guard-2 at the CCRTA's Staples Street Center, Bear Lane Operations Facility, and bus rides

- 2,730 billable hours for Commissioned Security Guard Supervisor/Rover
- 250 billable hours for Non-Commissioned Security Guard-2 rate for special events
- \$20,000 yearly compensation for the Project Manager to be paid in increments of \$5,000 quarterly

The CCRTA shall not be responsible for any other hours that have not been specifically approved in advance by the CCRTA's Deputy CEO/ Chief Safety Officer.

13.0 Substance Abuse Prevention Program

The Contractor must establish and maintain a program for the prevention of drug use and alcohol misuse in transit operations. This anti-drug use and alcohol misuse policy must include a written substance abuse policy and drug and alcohol testing programs in accordance with Federal regulations 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, The Drug Free Workplace Act, 49 CFR Part 29, and Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 CFR Part 40.

The Contractor will have a comprehensive anti-drug use and alcohol misuse program in place that meets or exceeds all Federal requirements. The Drug and Alcohol Testing program will include required training as well as pre-employment testing, reasonable suspicion testing, post-accident testing (when there is a human fatality, any individuals involved in the accident requiring immediate medical care away from the scene, or the vehicle is towed), return to duty testing, random testing, and follow-up testing. The Contractor's Drug and Alcohol Program Manager will attend a Transportation Safety Institute hosted Substance Abuse Management and Program Compliance course. A.D.H.H.S. approved laboratory shall be used for all required drug testing. The CCRTA shall have the right to audit Contractor's records and drug testing program. The Contractor is responsible for all testing and cost for all drug and alcohol testing requirements and the Contractor will not pass these costs to the employee.

If awarded a contract, the Contractor must provide the following and obtain the CCRTA's approval:

- 13.1 A copy of the Contractor's anti-drug use and alcohol misuse policy and program,
- 13.2 Name, address, and telephone number of the Medical Review Officer,

- 13.3 Name, address, telephone number, and contact person at the drug testing facility,
- 13.4 Name, address, and telephone number of Substance Abuse Professional (SAP), and
- 13.5 A roster of all employees with pre-employment drug testing results must be provided prior to contract commencement.

14.0 Other Requirements

- 14.1 Contractor shall ensure that each employee subject to the Substance Abuse Prevention Program receives a copy of Substance Abuse Prevention Program and confirms acceptance.
- 14.2 Required training will be conducted before performing a safety-sensitive function.
- 14.3 Required training for all employees who supervise or direct safety-sensitive employees.
- 14.4 A negative drug and alcohol screen result from the MRO must be received before any employee performs a safety-sensitive function,
- 14.5 Provide monthly updated Employee Roster (including terminated employees) with the following:
 - 14.5.1 Employee Name,
 - 14.5.2 Employee SS Number,
 - 14.5.3 Employer's Employee Number, if available,
 - 14.5.4 Date MRO confirmed negative pre-employment drug and alcohol screen,
 - 14.5.5 Date of required training,
 - 14.5.6 Date employee began performing safety-sensitive function, and
 - 14.5.7 Employment termination date.
- 14.6 Complete annual MIS Reports per 49 CFR 655 and submit to the CCRTA by February 15 following the reporting period.
- 14.7 Report all positive drug or alcohol results to the CCRTA's Deputy CEO/Chief Safety Officer and or designee immediately.
- 14.8 Report all accidents subject to post-accident testing to the CCRTA's Deputy CEO/Chief Safety Officer and or designee immediately.
- 14.9 Other reporting documentation as required.

14.10 A copy of all drug and alcohol results shall be sent to the CCRTA within 5 calendar days of the Contractor receiving the results.

15.0 Liquidated Damages

The Contractor agrees that the CCRTA will be substantially damaged in amounts that will be difficult or impossible to determine if a security post is unmanned. Therefore, if a post is unmanned, the Contractor agrees, as a part of consideration for the awarding of this Contract, to pay the CCRTA Liquidated Damages at the rate of thirty dollars (\$30.00) per hour for every hour the post is unmanned. **Liquidated Damages will be assessed when a security Supervisor and Security Guard arrive past the posted time.** The CCRTA and the Contractor agree that the Liquidated Damages rate is reasonable and that the payment by Contractor of Liquidated Damages is in lieu of actual damages for failure to provide a supervisor or security guard for a post and is not assessed as a penalty. In consideration thereof, the Contractor waives any defense as to the validity of any Liquidated Damages agreed to herein as they may appear on the grounds that such Liquidated Damages are void as penalties or are not reasonably related to actual damages. Further, the Contractor agrees that the CCRTA may withhold accrued Liquidated Damages from payment.

16.0 Contractors Employees

Security guards provided by the Contractor must be employees of the Contractor.

EXHIBIT A

UNIFORM REQUIREMENTS

TABLE

UNIFORM REQUIREMENTS

Quantity Per Set	Description
4	Pants (per year)
4	Uniformed Shirts (per year)
1	Name Tag
1	Security Guard Badge Patch (sewn on shirt)
1	Nylon Duty Belt Triple Release
1	Security Guard Cap (every two months)
1	Security Bomber Jacket
1	American Flag (per shirt)
1	Security Flashlight
1	Metal Security Whistle
1	Raincoat with Security ID
1	Security Safety Vest with Security ID
2	Guard Patrol System with 20 Check Points Each
1	Pair of Boots (per year)

SPECIAL INSTRUCTIONS

1.0 GENERAL

The Corpus Christi Regional Transportation Authority, hereinafter referred to as the “CCRTA”, is seeking proposals from interested and qualified companies or firms that have more than five (5) years of experience in providing security guard services for the Staples Street Center and Bear Lane Operations Facility. Firms shall submit (1) original and five (5) hard copies of their proposal, which must be concise and straightforward, and one (1) electronic version 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:

2.0 PROPOSAL REQUIREMENTS

Proposers, which have relevant experience, are invited to complete and submit proposals. To enhance comparability, proposal elements must be addressed in the informational sequence noted below:

- Cover Letter,
- Training – All City, State, and Department of Public Safety (DPS) regulation requirements,
- Project Approach,
- Relevant Experience and Past Performance,
- Key Personnel Experience,
- Certification Forms (Attachment B through F), and
- Price Schedule (Attachment A) **(submitted in a separately sealed envelope).**

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

The proposal contents shall include the following:

2.1 Proposal Contents and Format

The contents of the proposal shall include the following:

2.1.1 Cover Letter

A cover letter shall summarize key points in the proposal, include appropriate introductory and contact information with the name of the

firm's principal liaison, and bear the signature of a person duly authorized to legally commit the firm.

2.1.2 Training

Consists of a detailed narrative of the firm's organizational requirements for training of the armed security guards. The CCRTA is most interested in all training beyond the minimum requirements of DPS.

Include in the narrative the types of training the commissioned security guards complete annually, and the typical hours associated with the training. Emphasis any "specialized training" that is also part of the training program that may not be a part of the ongoing training required by DPS.

Discuss the training requirements of a supervisor and if it differs from the staff.

2.1.3 Project Approach

Consists of a narrative of how the firm would accomplish this project. Provide a narrative description of the firm's project plan and approach required to accomplish the objective listed in the scope of work.

2.1.4 Relevant Experience and Past Performance

Consists of a summary of the firm's organization and the firm's past overall experience as well as experience on similar or related contracts. Include the number of hours per week and duration of the contract. Include a list of five (5) verifiable references on similar or related contracts, including company or client's name, address, telephone number, and e-mail address of the contact person. Refer to the list below for the type of information requested for the firm's history:

- Company qualifications and experience shall include the documentation of respondent history, including capabilities in the area of services to be provided, size, and scope of operation.
- Similar experience, including scope of work that demonstrates an expertise in providing the required armed security guard services.
- The security guard company must be in business for five years or longer.
- Average length of employment of security guards.

2.1.5 Key Personnel and Experience

Identify key personnel and team hierarchy. Provide resumes of key personnel including the Project Manager.

Resume(s) for all key personnel who will be involved with any aspects of the contract shall be submitted. Resume(s) shall include name and title, education, security guard training (to include type of training received) and the list below.

Resumes of proposed qualified security guard(s) with a minimum of one year field experience. Time spent in training shall not be counted in the one-year field experience requirement. The Proposer shall briefly identify the duties of each security guard personnel, to include the type of training individual has, and how often training is provided to the security guard and actual number of years of experience.

2.1.6 Certification Forms (Attachments B through F)

2.1.7 Price Schedule (Attachment A)

Price Schedule (Attachment A) **(submitted in a separately sealed envelope).**

3.0 PROPOSAL EVALUATION

The CCRTA will review all proposals for completeness. Those proposals furnished complete with all required documentation will be evaluated. Those proposals found incomplete or failing to address the needs of the CCRTA, as stated herein, will not be evaluated.

An evaluation committee will privately evaluate all responsive proposals based upon the evaluation criteria, and their respective weighted importance, specified in Section 2.1, Evaluation Criteria. This allows the CCRTA to analyze proposals on an equal basis and affords all proposers the opportunity to know the basis upon which their proposals will be evaluated.

An award, if any, will be made to the proposer whose proposal or Best and Final Offer (BAFO) (where applicable) is deemed most advantageous to, and in the best interest of the CCRTA and the public; cost and other factors considered, after evaluation in accordance with the evaluation criteria.

3.1 Evaluation Criteria

Section	Evaluation Criteria	Weight (Points)
1	Training	25
2	Project Approach	20
3	Relevant Experience and Past Performance	20
4	Key Personnel Experience	15
5	Cost	20
Total		100

The CCRTA will first evaluate the proposals on all factors other than cost. After a preliminary evaluation, the Price Schedule (Attachment A) 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 is **20 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.

3.2 Shortlisted Proposers

The CCRTA reserves the right to determine a shortlist of proposers in the competitive range in accordance with the evaluation criteria set forth above in Section 2.1 "Evaluation Criteria".

3.3 Oral Presentation and Demonstration

Shortlisted Proposers may be asked to make an oral presentation and demonstration of their product(s) or services during the Proposal evaluation process. Such presentations and/or demonstrations will be conducted at the CCRTA located at 602 N. Staples Street, Corpus Christi, Texas 78401 or via a video conferencing platform, to be determined by the CCRTA. Proposers are responsible for all travel expenses incurred. The CCRTA reserves the right to award a contract without Proposer presentations.

3.4 Best and Final Offer (BAFO)

After determination of the Shortlisted Proposers, the CCRTA shall determine whether acceptance of the most favorable initial proposal(s) without proposer discussion is appropriate, or whether discussions and/or negotiations should be conducted with one or more Shortlisted Proposers.

The CCRTA reserves the right to make minor related changes to the RFP during BAFO negotiations. All Shortlisted Proposers shall be notified of any changes to prepare their BAFO.

If the CCRTA elects to enter discussions with one or more proposers, the proposer(s) may be requested to submit a BAFO at the conclusion of discussions and/or negotiations. Any changes to the proposer's initial proposal, including any issues addressed in discussions, must be submitted in writing in a BAFO to be considered. If the proposer fails to submit a BAFO at the conclusion of discussions and/or negotiations, the CCRTA will consider the original submitted Price Proposal as its BAFO.

Following an independent and final evaluation utilizing the evaluation criteria in Section 2.1, the evaluation committee will make a recommendation for the award of a contract. Scores from the first phase of the evaluation have no bearing on the final BAFO evaluation, and the recommendation for award will be based solely on the scores from the BAFO evaluation.

3.5 Release of Information

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

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

The Contractor shall submit invoices, to include employee timesheets, monthly or as otherwise specified in the Contract documents to AccountsPayable@ccrta.org. Invoices sent through the U.S. Mail will also be accepted and shall be addressed to Corpus Christi RTA - Staples Street Center, 602 N. Staples Street, Corpus Christi, TX 78401 to the attention of Accounts Payable. 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 performed, whichever is later. In the event payment has not been made by the due date, the Contractor shall submit a reminder invoice marked “overdue”. The CCRTA reserves the right to review all the Contractor’s invoices after payment and recover any overcharges resulting from such review. Invoices will be paid Net 30.

3. TOOLS, EQUIPMENT AND SUPPLIES

The Contractor shall provide such tools, equipment, supplies, materials, employees, management, and any other items or services as may be necessary to enable the 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 proposal and the award of this Contract and are based on past and projected usage. The 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, the Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, the Contractor agrees to honor quoted unit prices for the duration of this Contract.

5. LIABILITY INSURANCE COVERAGE

The Contractor shall always maintain 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 the Contractor to perform the services specified). Automobile liability insurance with a combined single limit of \$1,000,000.

Contractual liability insurance covering Contractors' 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

The Contractor shall always maintain 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 \$500,000 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 the 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 the 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 people 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. The 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. The Contractor shall provide a certificate of coverage to the CCRTA prior to being awarded the contract.

6.4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the 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. The 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 the 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. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

6.7. The Contractor shall notify the CCRTA in writing by certified mail or personal delivery, within 10 days after the 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. The 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. The 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 its employees' providing services on the project, for the duration of the project;

6.9.2. provide to the 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 the 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 the Contractor:

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

7. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the CCRTA, its officers, employees, agents, attorneys, representatives, successors and assigns from 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 the 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 all such claims, whether 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, the 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 the Contractor shall always 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. The Contractor shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. The 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. The 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 the Contractor breaches any of the terms hereof or if the 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 the 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

The Contractor shall not advertise or publish, without the CCRTA's prior consent, the fact that it has entered 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 the Contractor, or any agent or representative of the 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

The 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.

The Contractor shall be advised of any complaints filed with the CCRTA alleging that the Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether to terminate any portion of this Contract for which the services have not yet been performed; however, the 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. The 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.

ATTACHMENTS AND CERTIFICATION FORMS

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

Complete and sign the following forms and return with your signed proposal.

- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E), and
- Bidder/Offeror/Proposer Information Form (Attachment F).

Reminder:

- Acknowledge any addenda issued on the Acknowledgement of Addendum/Addenda Form (Attachment D).

ATTACHMENT A

PRICE SCHEDULE

Separate Attachment (Microsoft Excel)

Submit One (1) signed hard copy in a separately sealed envelope, and one (1) electronic version in Microsoft Excel format supplied on a USB Flash Drive.

ATTACHMENT 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) **Conflict of Interest Acknowledgement and Certification: See Attachment C.**
- (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

ATTACHMENT C

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND CERTIFICATION

1. The Contractor represents that no officer or employee of the CCRTA has a Substantial Interest (defined as any interest which has a value of \$5,000.00 or more or represents ten percent (10%) or more of a person's gross income during the most recent calendar year) in this Contract. The Contractor further represents that no officer or employee of the CCRTA has (1) colluded with the Contractor in a recommendation for award, bid, proposal or solicitation on any CCRTA contracts, or (2) received any pecuniary benefit from the Contractor within the past six (6) months.

2. The Contractor agrees to ensure that the CCRTA's Code of Ethics is not violated as a result of the Contractor's activities in connection with this Contract. The Contractor agrees to immediately inform the CCRTA if it becomes aware of the existence of any such Substantial Interest or Conflict of Interest, or the existence of any violation of the Code of Ethics arising out of or in connection with this Contract.

3. The CCRTA may in its sole discretion, require the Contractor to cause an immediate divestiture of such Substantial Interest or elimination of such Conflict of Interest, and failure by the Contractor to comply shall render this Contract voidable by the CCRTA. Any willful violation of these provisions, creation of a Substantial Interest or existence of a Conflict of Interest with the express or implied knowledge by the Contractor shall render this Contract voidable by the CCRTA.

4. In accordance with section 176.006, Texas Local Government Code, the Contractor is required to file a Conflict-of-Interest Questionnaire (CIQ) within seven business days of becoming aware of a Conflict of Interest under Texas law. The CIQ can be obtained from the Texas Ethics Commission at www.ethics.state.tx.us. The CIQ shall be sent to CCRTA's Director of Procurement or its designee.

I DO CERTIFY THAT THE CONTENTS OF THIS ACKNOWLEDGEMENT AND CERTIFICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Signature of Certifying Person: _____

Title: _____

Certifying Person (Print or Type): _____

Date: _____

ATTACHMENT D

ACKNOWLEDGEMENT OF ADDENDUM/ADDENDA

_____ (Firm Name) acknowledges receipt of the following addendum/addenda.

List all addenda numbers below:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

ATTACHMENT E

REFERENCES: The Proposer must supply a list of four (4) similar projects which your company has completed within the last five (5) years that satisfactorily met the client's specifications (**exclude the CCRTA as a reference**).

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

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

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

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

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

ATTACHMENT F

BIDDER/OFFEROR/PROPOSER INFORMATION SHEET

To Be Completed By Vendor And Returned With Quote.	
Company Name	
Street Address	
City, State, Zip Code	
(If Applicable) Federal Employer Identification Number (FEIN) and/or Taxpayer Identification Number (TIN)	
Unique Identity ID # (12-character alphanumeric ID assigned to an entity by SAM.gov.)	
Is the Company a subsidiary? If yes, name the Holding/Parent Company	
Number of years in business	
Commodity/NAICS Code and Corresponding Index Entry	
Disadvantaged Business Enterprise (DBE) Certification (If Applicable)	
DBE	Certification Year: Agency Name:
Proposer's Primary Contact	
Name	
Title	
Office Telephone Number (with area code)	
Cell Telephone Number (with area code)	
E-mail Address	
Authorized Signatory (If different from Primary Contact)	
Name	
Title	
Office Telephone Number (with area code)	
Cell Telephone Number (with area code)	
E-mail Address	

ATTACHMENT G

REQUEST FOR INFORMATION

(Please submit one form for each Request for Information)

Page: _____

PROPOSER: _____

PROJECT: RFP No. 2024-S-05

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee