



Camino Real Regional Mobility Authority

Request for Proposals

Armed Security Guard Services

RFP Issue Date: July 7, 2015

Responses Due: August 3, 2015 by 4:00 p.m. El Paso Time

Submit Responses to: Camino Real Regional Mobility Authority
300 N. Campbell, 2nd Floor
El Paso, Texas 79901

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I. Introduction

The Camino Real Regional Mobility Authority (CRRMA) is soliciting proposals for a qualified company to provide armed security guard services for the Tornillo-Guadalupe Port of Entry Toll Collection Facility located at 1398 Lower Island Road, Tornillo, Texas, 79853 (the "Toll Facility").

II. Contract Provisions

As detailed in this RFP, the CRRMA will contract directly with the selected Proposer. The CRRMA anticipates selecting the Proposer who provides the services and goods at the best value for the CRRMA, based on the evaluation and selection criteria set forth in this RFP.

It is anticipated that the term of the Contract will be thirty-six (36) months with two (2) optional one-year renewals.

This procurement and the contract resulting from it shall be governed by the Contract Documents, as provided in Attachment "D" to this RFP. Only authorized personnel from the CRRMA are authorized to directly place orders against this Contract.

III. RFP Provisions

The CRRMA reserves all rights available to it by law and in its Procurement Policies in administering this process, including without limitation, the right in its sole discretion to: modify the process described herein; reject any and all submittals at any time; terminate evaluation of any and all submittals at any time; suspend, discontinue or terminate negotiations with any entity at any time prior to the actual authorized execution of an agreement by all parties; negotiate with a Proposer without being bound by any provision in its submittal; or request or obtain additional information about any submittal(s).

Under no circumstances shall the CRRMA or any of its agents, representatives, consultants, directors, officers or employees be liable for, or otherwise obligated to reimburse, the costs incurred by Proposers, whether or not selected for submission of detailed proposals, in developing responses to this RFP.

IV. Proposal Submission

Interested Proposers are invited to tender responses to this RFP by the due date and time specified in Section VIII. Submittals must contain the information required herein, and must be submitted in conformance with the Procurement Policies and the procedures set forth in this RFP. Failure by a Proposer to submit a response by the deadline established herein shall preclude such Proposer from consideration by the CRRMA. Updates and addenda to this RFP may be issued periodically prior to the deadline for responses and will be posted on the Procurements Page of the CRRMA's

website at www.crrma.org. Interested Proposers are responsible for monitoring the website for new information, and submittals in response to this RFP will be expected to incorporate whatever changes may be reflected by any new information or addenda posted on the website.

V. Release of Information and Public Information Act Compliance

All responses submitted to this RFP shall be deemed to become the property of the CRRMA and may be subject to public disclosure under the Texas Public Information Act (PIA). Any material believed by the Proposer to be proprietary, confidential, or otherwise exempt from disclosure under the PIA should be clearly marked as such.

The CRRMA will notify the Proposer if a request for public information is received that may require the CRRMA to disclose any material in the response that the Proposer has marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA. The CRRMA does not have and does not assume any obligation to assert or argue on behalf of the Proposer that any information provided to the CRRMA is exempt from required disclosure.

VI. Proposer Inquiries and Questions

The Proposer may request clarification or interpretation of any provision of this RFP from the contact person listed below. Requests for clarification or interpretation must specifically reference the appendix, attachment, section, page number, and text of the RFP at issue, unless such request is of general application.

As it is CRRMA's intent to enter into the Contract with the selected Proposer in substantially the same form as Attachment "D", Proposers shall raise any issues with respect to Attachment "D" as written questions no later than the due date and time specified in Section VIII.

All questions shall be submitted via email with the following words in the subject line:

Armed Security Guard Services RFP Questions

All questions (including all technical, contract or administrative questions) regarding the services required or the procurement process should be submitted via email to:

CRRMA's RFP contact: Raymond L. Telles, TellesRL@crrma.org.

CRRMA will use its best efforts to answer any question received from a Proposer. If CRRMA decides in its discretion to answer any question received from a Proposer, it will publish the answers on the CRRMA website. If CRRMA determines, in its sole discretion, that such interpretation or clarification requires a change in the RFP, CRRMA will prepare and issue an addendum. Any issued addenda will be published on the

Procurements Page of the CRRMA's website (www.crrma.org). Proposers are responsible for monitoring the CRRMA website for periodic updates.

CRRMA will not be bound by, and the Proposer shall not rely on, any oral communication regarding the RFP, and shall not rely on any communication except written communication from CRRMA as described in the RFP.

VII. Anti-Lobbying Prohibition

Except for questions concerning this RFP, which may be submitted in writing as described above, Proposers shall NOT contact, either directly or indirectly, members of CRRMA's Board of Directors, CRRMA's staff, its advisors, or any of its contractors or consultants, or members of El Paso County's Commissioners Court or El Paso County staff concerning the subject matter of this RFP from the date of issuance until the day after execution of a contract with the winning Proposer, except as otherwise provided in this RFP. Any Proposer judged to be in violation of this anti-lobbying prohibition shall be disqualified from being considered in this procurement at CRRMA's sole discretion. Proposers are responsible for reviewing the CRRMA's current Conflict of Interest Policy for Consultants and Conflict of Interest Policy – Financial Team Members as well as the current Key Personnel – Consultants and Key Financial Team Members. All four documents are posted on the Policies Page of the CRRMA's website (www.crrma.org).

VIII. Anticipated Solicitation Schedule of Events

The following procurement schedule is anticipated, but not guaranteed.

- RFP Issued July 7, 2015
- Site Inspection July 15, 2015, 3:00 pm, El Paso time
- Deadline to submit written questions July 20, 2015, 4:00 pm, El Paso time
- CRRMA responds to written questions July 27, 2015
- Proposals due August 3, 2015, 4:00 pm, El Paso time
- Contract Award Mid August, 2015
- Notice to Proceed Mid August, 2015
- Service begins Late August, 2015

IX. Proposal Format and Content

The Proposer must propose to assume full responsibility for the execution of the work, including management of all subcontractor/supplier efforts.

As used in this RFP, the term "Proposal" includes the Proposer's complete response to this RFP, including all required forms and requested documentation.

Proposers shall provide responses to all information requested in the RFP. Failure to respond or to provide requested information may result in a determination by CRRMA, in its sole discretion, that a Proposal is non-responsive, which may result in disqualification.

The Proposer shall be clear and concise and explain how the Proposer intends to meet the requirements of this RFP. Legibility, clarity, and completeness of the response are essential.

The Proposal submittal shall include the following components:

- One (1) signed and dated original Proposal (marked "Original")
- One (1) Price Proposal (marked "Original – Price Proposal") that is self-contained and sealed in its own envelope
- Three (3) copies (marked "Copy") of the Proposal. Copies of Proposals shall be clearly labeled and numbered (i.e., "Copy 1 of 3", etc.)
- One (1) electronic copy of the entire contents of the proposal and one (1) electronic copy of the proposal excluding the Proposal Price Form shall be provided in PDF format on a Compact Disc (CD)

All Proposals shall be clearly labeled with the following information:

Camino Real Regional Mobility Authority
Armed Security Guard Services for Tornillo-Guadalupe Port of Entry
Date and Time of the Submittal Deadline
Proposer's Name, Designated Contact, and Address

The Proposal shall follow the following outline:

Part I. Cover Letter (no more than 1 page)

Serving as an introduction of the Proposer and an overview of the Proposal, the Cover Letter must be signed by an authorized representative of the Proposer and shall attest that the Proposer:

- Has examined and is fully familiar with all of the provisions of the RFP, any amendment thereto, any clarification notices, and other material posted on the CRRMA's website;
- Has or has not attended the site inspection, as offered and strongly encouraged by the CRRMA;
- Has carefully reviewed the requirements of the Contract Documents;
- Has carefully reviewed the accuracy of all statements shown in its Proposal;
- Has submitted its Proposal without exception and accepts that all CRRMA requirements in this RFP are acceptable to the Proposer;

- Will complete the work as required;
- If selected, the Proposer will execute the CRRMA contract within five (5) business days after receipt of Notice of Intent to Award; and
- Shall include a statement from the president, owner, or financial officer, on company letterhead, certifying the company is in good financial standing and current in payment of all taxes and fees.

Part II. Forms and Licenses

- Copy of License (section IX. Qualifications)
- Conflict of Interest Questionnaire, attached hereto as Attachment “A”
- Proposal Price Form, attached hereto as Attachment “B”
- Subcontractor Identification Form, attached hereto as Attachment “C”

Part III. Proposal (no more than 8 pages)

- Identify any litigation (including any formal administrative proceedings) in which the Proposer is currently involved or has been involved in the last five (5) years. Indicate the current status or disposition of such litigation or proceedings.
- Identify any litigation, complaint or filing against the Proposer in the last five (5) years regarding equal employment.

Disadvantaged Business Enterprise (“DBE”), and Small Business Enterprise (“SBE”) Participation

- It is the intent of the CRRMA to encourage the participation of SBEs and DBEs in all facets of the CRRMA’s activities. To that end, the Proposer should provide the following:
 - A statement indicating whether the Proposer and its proposed subcontractors are a qualified SBE or DBE, as defined in the CRRMA’s Business Opportunity Program and Policy. If it is, provide supporting documentation including letters of certification.
 - A description of the efforts made or the efforts that will be made to encourage SBE and/or DBE participation if the Proposer is selected.
 - A summary of the Proposer’s affirmative action program and current profile.

Part IV. References

- Proposer shall provide at least three (3) references for which they have provided similar services for at least the past two (2) years.

- Proposer shall provide the names and telephone numbers of the contract administrators for whom the work was performed, as well as a short description of the scope of the work performed.

X. Qualifications

The Proposer shall be a company engaged in the business of providing armed security guard services for commercial facilities, and shall have at least two (2) years of experience providing the services outlined in this specification.

The company shall be in good financial standing and current in payment of all taxes and fees. The response to this RFP shall include a statement from the president, owner, or financial officer, on company letterhead, certifying the company is in good financial standing and current in payment of all taxes and fees.

The company shall have a license issued by the State of Texas in accordance with the Rules of the Texas Department of Public Safety, Private Security Bureau and shall submit to the CRRMA proof of the appropriate license with the proposal. This license shall remain valid for the duration of the Contract. Furthermore, the selected Proposer shall possess and keep in force all additional licenses and permits required to perform the services of this Contract.

XI. Scope of Services

1. The selected Proposer will be required to provide armed security guard services of one (1) armed security Guard at the Toll Facility.
2. The CRRMA anticipates that armed security guard services at this location will consist of up to three (3) shifts per day, seven (7) days per week including holidays, such that the Toll Facility has a security guard on duty at all times. Normal operating hours at this location are 6 a.m. to 10 p.m., seven (7) days per week including holidays. No single Security Guard will perform shifts in excess of twelve (12) hours, and all guards will have at least one (1) twelve-hour break between shifts. The CRRMA may revise the security guard schedule as needed from time to time.
3. Duties and Responsibilities of Armed Security Guard:
 - a. The armed security Guard is to provide those armed security guard duties normally associated with facilities similar in size, hours and operation as the Toll Facility. Guards are to be alert for hazardous and violent conditions that may arise at the Toll Facility. The Guards will provide for the security of all Toll Facility employees on duty and maintain good public relations.

- b. Security Guards will secure the buildings which will include but is not limited to, the following actions: lock and unlock doors and gates and check windows as needed.
 - c. Security Guards will patrol premises (indoors and outdoors) as needed.
 - d. Security Guards are to report unusual occurrences, security problems, etc. to the Toll Facility Manager.
 - e. Security Guards will escort Toll Collectors, carrying money, to and from the building and their respective booths.
4. Qualifications of selected Proposer's Employees:
- a. Security Guards must be licensed by the State of Texas in accordance with Texas Occupations Code, Chapter 1702, and the rules established by the Texas Private Security Board and shall submit to the CRRMA proof of the appropriate license.
 - b. Security Guards must have successfully completed a Commissioned Guard's Training Course at a college or accredited trade school, and shall submit proof of such to the CRRMA.
 - c. The selected Proposer must provide a list of the Guards that will be working the Toll Facility grounds prior to commencement of the contract or services by that particular Guard. The list shall include copies of the Guards' certifications as security guards.
 - d. Armed security guards are required to meet the following requirements:
 - Enforces regulations designed to prevent breaches of security.
 - Exercises judgment and uses discretion in dealing with emergencies and security violations encountered.
 - Determines whether first response should be to intervene directly (asking for assistance when deemed necessary and time allows), to keep situation under surveillance, or to report situation so that it can be handled by the appropriate authority.
 - Duties require specialized training in methods and techniques of protecting security areas.
 - Periodically, at the discretion of the CRRMA, demonstrate continuing physical fitness and proficiency with firearms or other special weapons.
 - e. All persons hired by the selected Proposer to work in any capacity must appear neat, clean, courteous and efficient at all times. Security guards shall conduct themselves in a quiet, courteous manner, respectful to the public and CRRMA

and El Paso County personnel. Failure to meet these requirements will be reported to the selected Proposer by the CRRMA. The selected Proposer shall immediately take steps to remedy the situation. Failure to do so will constitute a breach of the contract by the selected Proposer.

- f. Security guards must present an acceptable appearance, must wear the company uniform with a minimum of equipment, to include a: belt, holster for hand gun, hand gun, working flashlight, and night stick.
- g. The selected Proposer will ensure that security guards are qualified annually, with their assigned hand guns. Records shall be kept, and submitted to the CRRMA, if requested, as to date of qualification.
- h. No security guard assigned to duty shall, at any time during that duty, have any active arrest warrants or commitments issued against him/her.
- i. All security guards and personnel to be assigned to this contract, including the company owner, shall have undergone and passed a criminal background check (Texas, National, and Sex Offender), administered by a company or agency authorized by the Texas Department of Public Safety to administer employment background checks, prior to beginning work at the Toll Facility. If a felony conviction of any kind exists, CRRMA will not permit the individual to work at the Toll Facility. If a record of any other kind exists, CRRMA will have sole discretion as to whether or not the employee will be allowed to work at the Toll Facility. It is the selected Proposer's responsibility to have the background check administered and to submit the results to CRRMA, at the selected Proposer's cost.
- j. The selected Proposer will replace any security guard where it is determined through background check that he/she is unacceptable for duties required herein.
- k. All personnel working at the Toll Facility will be required to sign a non-disclosure agreement.
- l. The selected Proposer shall have a local business office with a representative who will be available twenty-four (24) hours a day to expedite emergencies, problems or complaints associated with this Contract.
- m. The selected Proposer shall provide a list of name(s) of individuals, and telephone or cell phone numbers for those individuals, who CRRMA can contact in the event of an emergency twenty-four (24) hours a day.

5. General Requirements:

- a. Security guards must be bilingual in Spanish and English, and must be U.S. citizens.
- b. All new security guards shall be provided a minimum of four (4) hours of training before being assigned to a post in order to become familiar with the daily operation of the Toll Facility and maintain continuity of security personnel.
- c. Communications equipment will be provided by the selected Proposer.
- d. The CRRMA reserves the right to request any particular security guard not be allowed to work on the contract.

XII. Site Inspections

It is highly recommended that a representative of the Proposer attend the site inspection meeting on the date and time specified in Section VIII so they may completely understand the requirements of this solicitation. Proposers are required to provide their own transportation to and from the site.

XIII. Evaluation Process

All properly submitted Proposals will be reviewed by an Evaluation Committee. The Evaluation Committee will review and analyze the Proposals and provide the Executive Director with a recommendation that ranks Proposals to be considered. The Executive Director will make his recommendation to the Board on the ranking of the Proposals. The CRRMA Board of Directors will award the contract to the Proposer it determines, in its sole discretion, will provide the services and goods at the best value for the CRRMA.

XIV. Evaluation Criteria and Points

Cost	80 points
Experience, Qualifications, and SBE/DBE Utilization	20 points

XV. Selection for Award

The successful Proposer's proposal will be incorporated into the final Contract Documents. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this RFP, unless clearly and specifically noted in the proposal and confirmed in the Contract Documents which comprise the agreement between CRRMA and the Proposer selected.

Following approval by the CRRMA Board, if any, Notice of Intent to Award will be sent to the selected Proposer along with originals of the Contract Documents for signature.

XVI. Subcontractor Identification

The Proposer shall indicate on the form attached hereto as Attachment "C", the name of each subcontractor and/or supplier the Proposer will use in the performance of the Contract. The Proposer shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier. Any changes in subcontractor and/or supplier listed below shall require prior approval by the CRRMA.

ATTACHMENT A - Conflict of Interest Questionnaire

Camino Real Regional Mobility Authority Conflict of Interest Policy for Consultants

Disclosure Statement Form

This Disclosure Statement Form outlines potential conflicts of interest as a result of a previous or current business relationship between the undersigned individual (and/or the firm for which the individual works) and an individual or firm submitting a proposal or otherwise under consideration for a contract associated with the Camino Real Regional Mobility Authority.

Section I of this Disclosure Statement Form describes the potential conflict(s) of interest. Section II of this Disclosure Statement Form describes the proposer's management plan for dealing with the potential conflict(s) of interest described in Section I. Please add additional pages, if necessary.

This Disclosure Statement Form is being submitted in compliance with the Camino Real Regional Mobility Authority's Conflict of Interest Policy for Consultants. The undersigned acknowledges that approval of the proposed management plan is entirely within the sole discretion of the Camino Real Regional Mobility Authority.

SECTION I. Description of Potential Conflict(s) of Interest

SECTION II. Proposed Management Plan for dealing with Potential Conflict(s) of Interest

SIGNED: _____
NAME: _____
TITLE: _____
DATE: _____
FIRM: _____

Received by _____ as _____ of the Camino Real Regional
Mobility Authority on this _____ day of _____, 20__.

Rev. Date: 03/19/09

ATTACHMENT B – Price Proposal Form

Tornillo-Guadalupe Port of Entry Bridge Armed Security Guard Service	
Hourly Rate	\$ /hour
Number of Hours Per Shift	
Number of Shifts Per Day	
Number of Staff Proposed	
Number of Hours Annually	
Annual Total	\$ /year

The current Federal minimum wage shall be required by the CRRMA for any Contracts requiring an hourly wage rate as part of the Proposal. In such cases, the selected Proposer’s employees shall be paid, at a minimum, the federally mandated minimum wage and the vendor shall be required to submit certified payrolls, when requested, to verify the wage rate requirement.

If the federally mandated minimum wage is increased during the term of the Contract, the selected Proposer may submit a written request for a price adjustment. The CRRMA will consider an adjustment only to the extent shown by the selected Proposer to be necessary to meet increased federal requirements for minimum wage employees included in the Proposal.

ATTACHMENT C – Subcontractor Identification Form

Name, Address, and Phone Number	Services

ATTACHMENT D - Form of Contract

CONTRACT FOR ARMED SECURITY GUARD SERVICES

FOR THE

TORNILLO-GUADALUPE PORT OF ENTRY

THIS CONTRACT FOR ARMED SECURITY GUARD SERVICES (the "Contract") is made and entered into effective as of the __ day of _____, 2015 (the "Effective Date"), by and between the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the "CRRMA"), and _____, having its principal business address at _____, (the "Contractor") (collectively, the "Parties"), for the purposes described herein.

WITNESSETH

WHEREAS, the CRRMA Policy for Procurement of Goods and Services establishes the CRRMA's policies and procedures for the procurement of general good and services; and,

WHEREAS, the CRRMA issued a Request for Proposals for Armed Security Guard Services (the "RFP") dated July __, 2015; and

WHEREAS, the CRRMA desires to contract for Armed Security Guard services; and,

WHEREAS, on _____, 2015, the CRRMA Board of Directors selected the Contractor to provide the needed services and the Contractor has agreed to provide the services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the CRRMA and the Contractor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

ARTICLE 1. SCOPE OF SERVICES.

The Contractor will furnish items and perform those services for fulfillment of this Contract as identified in Attachment "B", Services to be Provided by the Contractor. The Services to be Provided by the Contractor will incorporate the RFP for Armed Security Guard Services and the Contractor's Response to the RFP in addition to the services described in Attachment "B".

ARTICLE 2. CONTRACT PERIOD.

This Contract becomes effective on the Effective Date provided above and it shall terminate on _____ (the "Contract Period") unless the Contract is extended pursuant to separate approval by the

Board of Directors or is otherwise terminated in accordance with Attachment "A", General Provisions, Article 3, Termination. Any work performed or cost incurred before or after the Contract Period shall be ineligible for reimbursement.

ARTICLE 3. COMPENSATION.

A. Maximum Amount Payable. The maximum amount payable under this Contract without modification is shown in Attachment "C", Fee Schedule.

B. Contractor Payment of Subcontractors. No later than ten (10) business days after receiving payment from the CRRMA, the Contractor shall pay all subcontractors for work performed under a subcontract authorized hereunder. The CRRMA may withhold all payments that have or may become due if the Contractor fails to comply with the ten-day payment requirement. The CRRMA may also suspend the work under this Contract until subcontractors are paid. This requirement also applies to all lower tier subcontractors, and this provision must be incorporated into all subcontracts.

ARTICLE 4. PAYMENT REQUIREMENTS

A. Invoicing and Payment. The Contractor shall submit a monthly itemized billing statement in a form acceptable to the CRRMA. The billing statement shall show the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing. Following the CRRMA's receipt of a properly submitted invoice, the CRRMA shall submit such invoice to El Paso County for review, approval and payment. The CRRMA shall pay undisputed amounts owed to the Contractor within ten (10) business days of receipt of payment from the County, or sooner, if possible. In the event an invoice is disputed by the CRRMA or the County, representatives of each Party shall meet to resolve the dispute or to correct the error.

B. Withholding Payments. The CRRMA reserves the right to withhold payment of the Contractor's billing statement in the event of any of the following: (1) if a dispute over the work or costs thereof is not resolved within a thirty calendar day period; or (2) pending verification of satisfactory work performed. In the event that payment is withheld, the CRRMA shall notify the Contractor and describe actions required that would allow the CRRMA to release the payment.

C. Audit. The CRRMA shall have the exclusive right to examine the books and records of the Contractor as they may relate to the services contemplated by this Contract. The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Contract and shall make such materials available at its office during the Contract Period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The CRRMA or any of its duly authorized representatives, and the County of El Paso, shall have access to any and all books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 5. SIGNATORY WARRANTY.

The undersigned signatory for the Contractor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the Contractor. These representations and warranties are made for the purpose of inducing the CRRMA to enter into this Contract.

ARTICLE 6. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Contractor

CRRMA:

Camino Real Regional Mobility Authority
300 N. Campbell, 2nd Floor
El Paso, Texas 79901
Attention: Raymond Telles, Executive Director

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE 7. INCORPORATION OF PROVISIONS.

Attachments A through C are attached hereto and incorporated into this Contract as if fully set forth herein.

ARTICLE 8. ENTIRETY OF AGREEMENT

This writing, including Attachments and addenda, if any, embodies the entire Contract and understanding between the Parties hereto, and there are no agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Contract shall be valid unless made in writing signed by both Parties hereto.

IN WITNESS WHEREOF, the **CRRMA** and the **Contractor** have executed this Contract as of the date first above written.

CAMINO REAL REGIONAL MOBILITY AUTHORITY:

By: _____
Executive Director

CONTRACTOR:

By: _____

FORM OF CONTRACT ATTACHMENT A

GENERAL PROVISIONS

ARTICLE 1. SUBCONTRACTING

A. Prior Approval. The Contractor shall not assign, subcontract or transfer any portion of services related to the work under the Contract without prior written approval from the CRRMA.

B. Required Provisions. All subcontracts for services shall include the provisions included in this Attachment A, General Provisions, and any provisions required by law. The Contractor is authorized to pay subcontractors in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the CRRMA to the Contractor.

C. Contractor Responsibilities. No subcontract relieves the Contractor of any responsibilities under the Contract.

ARTICLE 2. VIOLATION OF CONTRACT TERMS

A. Increased Costs. Violation of Contract terms, breach of Contract, or default by the Contractor shall be grounds for termination of the Contract, and any increased or additional cost incurred by the CRRMA arising from the Contractor's default, breach of Contract or violation of Contract terms shall be paid by the Contractor. Specifically, and without limitation, in the event that Contractor fails to perform and the CRRMA is forced to secure services from another entity on a temporary basis, the cost of such services may be offset against amounts owed to Contractor under this Contract.

B. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 3. TERMINATION

A. Causes. The Contract may be terminated by any of the following conditions:

1. By mutual agreement and consent, in writing from both Parties;
2. By the CRRMA by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein, following thirty (30) day written notice and opportunity to cure;
4. By the CRRMA for reasons of its own, not subject to the mutual consent of the Contractor, by giving thirty (30) business days' notice of termination in writing to the Contractor;
5. By the CRRMA, if the Contractor violates the provisions of Article 7, Gratuities; or
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the CRRMA terminate the Contract as herein provided, no fees other than undisputed fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination, the CRRMA shall

be the sole judge. Compensation for work at termination will be based on the work completed at that time. Should the CRRMA terminate the Contract under paragraph (4) or (5) above, the Contractor shall not incur costs during the thirty-day notice period.

C. Value of Completed Work. If the Contractor defaults in the performance of the Contract or if the CRRMA terminates the Contract for fault on the part of the Contractor, the CRRMA will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment C, Fee Schedule) by the Contractor in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the CRRMA; (4) the cost to the CRRMA of employing another Contractor to complete the required work; (5) the time required to employ another Contractor to complete the work; and (6) other factors which affect the value to the CRRMA of the work performed.

D. Surviving Requirements. The termination of the Contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the CRRMA and the Contractor under the Contract, except for those provisions that establish responsibilities that extend beyond the Contract Period.

E. Payment of Additional Costs. If termination of the Contract is due to the failure of the Contractor to fulfill its Contract obligations, the CRRMA may take over the project and prosecute the work to completion, and the Contractor shall be liable to the CRRMA for any additional cost to the CRRMA.

ARTICLE 4. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of the Contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Contractor shall furnish the CRRMA with satisfactory proof of its compliance therewith.

ARTICLE 5. INDEMNIFICATION

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CRRMA AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY CLAIMS, COSTS OR LIABILITIES OF ANY TYPE OR NATURE AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT CAUSED BY THE CONTRACTOR'S AFFIRMATIVE ACTS OR INACTION, NEGLIGENT ACTS, ERRORS OR OMISSIONS BY THE CONTRACTOR OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, WHETHER OR NOT OCCURRING IN CONNECTION WITH THE WORK AUTHORIZED BY THE CONTRACT. IN SUCH EVENT, THE CONTRACTOR SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE CRRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL REASONABLE AND NECESSARY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED BY THE CRRMA IN LITIGATING

OR OTHERWISE RESISTING SAID CLAIMS, COSTS OR LIABILITIES. IN THE EVENT THE CRRMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, IS/ARE FOUND TO BE PARTIALLY AT FAULT, THE CONTRACTOR SHALL, NEVERTHELESS, INDEMNIFY THE CRRMA FROM AND AGAINST THE PERCENTAGE OF FAULT ATTRIBUTABLE TO THE CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, OR TO THEIR CONDUCT.

ARTICLE 6. NON-COLLUSION

A. Warranty. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the Contract.

B. Liability. For breach or violation of this warranty, the CRRMA shall have the right to annul the Contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 7. GRATUITIES

A. Employees Not to Benefit. CRRMA policy mandates that employees of the CRRMA shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the CRRMA under the Contract. Employees may accept meals offered in the course of normal business relationships and promotional items that do not exceed an estimated \$25 in value and are distributed as a normal means of business advertising.

B. Liability. Any person doing business with or who reasonably speaking may do business with the CRRMA under the Contract may not make any offer of benefits, gifts or favors to CRRMA employees, except as mentioned above. Failure on the part of the Contractor to adhere to this policy may result in the termination of the Contract.

ARTICLE 8. INSURANCE

The Contractor and all subcontractors and subconsultants shall furnish the CRRMA a properly completed Certificate of Insurance approved by the CRRMA prior to beginning work under the Contract and shall maintain such insurance through the Contract Period. The Contractor shall provide proof of insurance in a form reasonably acceptable by the CRRMA. The Contractor certifies that it has insurance coverages as follows:

COMPREHENSIVE GENERAL LIABILITY INSURANCE –

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Each Occurrence
\$1,000,000.00 – General Aggregate
\$1,000,000.00 – Personal & Advertising Injury
\$1,000,000.00 – Products/Completed Operations – Occurrence/Aggregate

With respect to the above-required insurance, the CRRMA and County of El Paso and their respective officers and employees shall be named as additional insured as their interests may appear. The CRRMA and County of El Paso shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change.

WORKERS' COMPENSATION –

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law.

\$500,000 – Employers Liability – Each Accident
\$500,000 – Disease – Policy Limit
\$500,000 – Disease – Each Employee

COMPREHENSIVE AUTOMOTIVE LIABILITY –

For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, Comprehensive Automotive Liability insurance in the amount of:

\$1,000,000.00 Combined Single Limit.

With respect to the above-required insurance, the CRRMA and County of El Paso and their respective officers and employees shall be named as additional insured as their interests may appear. The County of El Paso shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change.

ARTICLE 9. DISPUTES

A. Disputes Between the Parties. Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to the Contract, including a dispute concerning the cost of services, is to be resolved by the two parties attempting to reach a fair and equitable resolution by using good faith negotiation followed by, if necessary, one or more of the following means: (1) mediation; (2) arbitration; and/or (3) legal proceedings in a court of competent jurisdiction located in El Paso County, Texas. Resolution of any claims, questions, or disputed amounts shall be subject to approval by the CRRMA Board of Directors.

B. Disputes Not Related to Contract Services. The Contractor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Contractor or any contract with a subcontractor in support of the services authorized herein.

ARTICLE 10. SUCCESSORS AND ASSIGNS

The Contractor and the CRRMA do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of the Contract. The Contractor shall not assign, subcontract or transfer its interest in the Contract without the prior written consent of the CRRMA.

ARTICLE 11. SEVERABILITY

In the event any one or more of the provisions contained in the Contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 12. PRIOR CONTRACTS SUPERSEDED

This Contract constitutes the sole agreement of the Parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the Parties respecting the subject matter defined herein.

ARTICLE 13. CONFLICT OF INTEREST

The undersigned Contractor represents that such Contractor has no conflict of interest that would in any way interfere with its or its employees' performance of services for the CRRMA or which in any way conflicts with the interests of the CRRMA. The Contractor and its subcontractors shall not enter into any contract other agencies or parties during the term of this Contract which could create a conflict of interest with the services provided to the CRRMA and shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the CRRMA's interests. The Contractor shall at all times comply with the Conflict of Interest Policy adopted by the CRRMA. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

ARTICLE 14. BOND REQUIREMENTS

The Contractor shall provide to CRRMA as obligee a Payment Bond and a separate Performance Bond (collectively referred to as, the "Bonds") within 15 days of Contract execution. The Bonds shall guarantee faithful performance of the Contract including any changes thereto. The Bonds shall be payable to CRRMA and issued by a good and sufficient surety company authorized to transact business in Texas and which must be rated in the top two categories by two nationally recognized rating agencies.

PERFORMANCE BOND –

A Performance Bond on the part of the Contractor for one hundred percent (100%) of the Contract price is required as part of the award of this Contract. This Performance Bond is executed to secure fulfillment of all of the awarded Contractor’s obligations under the term of this Contract. This Performance Bond must be an original Performance Bond with original signatures signed and sealed by both parties and surety.

PAYMENT BOND –

A Payment Bond on the part of the Contractor for one hundred percent (100%) of the Contract price is required as part of the award of this Contract. This Payment Bond is executed to secure fulfillment of all of the awarded Contractor’s obligations under the term of this Contract. This Payment Bond must be an original Payment Bond with original signatures signed and sealed by both parties and surety.

ARTICLE 15. PUBLIC INFORMATION

The CRRMA will comply with Government Code, Chapter 552, the Public Information Act (“PIA”), and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under the Contract. The CRRMA will use reasonable efforts to notify the Contractor if a request for public information is received which may require the CRRMA to disclose any portion of the information provided by the Contractor or any other material that the Contractor has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow the Contractor the opportunity to protect such materials from public disclosure. The CRRMA is not obligated to assert or argue on behalf of the Contractor that any information provided to the CRRMA is exempt from required disclosure and shall not be liable for the disclosure of any information submitted by the Contractor.

ARTICLE 16. CONTROLLING LAW, VENUE

This Contract shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in El Paso County, Texas, for all disputes.

FORM OF CONTRACT ATTACHMENT B
SERVICES TO BE PROVIDED BY THE CONTRACTOR

[INSERT RFP AND RESPONSE TO RFP]

FORM OF CONTRACT ATTACHMENT C

FEE SCHEDULE

[INSERT PROPOSAL PRICE FORM FROM RFP RESPONSE]