

**CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT  
DEPARTMENT**



**REQUEST FOR PROPOSAL  
("RFP")**

**Promotional Testing for the  
City of Corpus Christi's Police  
Department**

**RFP No. 3227**

**Release Date: September 28, 2020**

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# Section 1 – Notice of Request for Proposals

Date Issued: September 28, 2020

## 1.1. Request for Proposal

A. The City of Corpus Christi ("City") hereby issues this request for proposal ("RFP"). The City is seeking proposals from firms interested and qualified to provide Promotional Testing Services for the City's Police Department. The City intends to enter into a Service Agreement (also referred to herein as "Contract" or "Agreement") for these services.

## 1.2. Term

The term of this contract will be for three years.

## 1.3. Schedule

The following is the schedule for this procurement:

Date/Time	Activity
September 28, 2020	Request for Proposal issued
October 7, 2020 at 2:00 PM CT	Pre-Proposal Conference Via WebEx
October 16, 2020 by 5:00 PM CT	Requests for Clarification from Proposers are due
October 21, 2020	Responses to Requests for Clarification will be posted via Addendum in the City's Supplier Portal
<b>October 28, 2020 by 2:00 PM CT</b>	<b>PROPOSALS DUE</b>
Week of November 9, 2020	Finalists interviewed (tentative)
Week of November 16, 2020	Recommendation/selection (tentative)
December 8, 2020	Projected Date Award of Contract
Week of December 21, 2020	Anticipated Notice to Proceed

## 1.4. Procurement Officer and Delivery Address:

**Maria Pedraza**

City of Corpus Christi – Contracts and Procurement Department

1201 Leopard St., 1st Floor

Corpus Christi, Texas 78401

Phone: (361) 826-3716

[MariaPe@cctexas.com](mailto:MariaPe@cctexas.com)

# Section 2 - Instructions to Proposers

## 2.1. Pre-Proposal Conference:

Proposers are welcomed and encouraged to attend the pre-proposal conference **via phone or Internet only due to concerns regarding the Coronavirus**. Time will be allowed at the beginning of the meeting for attendees to connect. Connection options are the responsibility of attendees. Please follow the instructions below to join the meeting:

**Pre-Proposal Meeting scheduled at 2:00 PM CT on October 7, 2020**

- 1) Type webex.com into your browser window
- 2) Press "Join" in the upper right of the screen.
- 3) Input meeting number: (access code): **146 266 1857**
- 4) Input meeting password: **QJpsf3vqu45**
- 5) To join the audio, it is recommended you select join from your computer or use the call-in number on the WebEx portal.

Join by phone

To call in from a mobile device (attendees only)

[+1-408-418-9388](tel:+14084189388) United States Toll

## 2.2. Proposer's Minimum Requirements:

- A. The Proposer must have operated continuously for a minimum of ten years as an established firm in providing Promotional Testing Services. Proposer must submit documentation demonstrating the required experience as outline above with its proposal.
- B. The Proposer must not have any outstanding lawsuits nor has the Proposer been involved in any lawsuits during the last five years that may materially affect its ability to provide the services described herein. In addition, the Proposer must not be currently involved in litigation with the City nor has the Proposer been involved in litigation with the City during the last five years. Provide information on any lawsuits that would materially affect your ability to provide the work with your proposal.
- C. The Proposer must not have any outstanding regulatory issues nor has the Proposer had any regulatory issues during the last five years that may materially affect its ability to provide the services described herein. Provide

information on any outstanding regulatory issues that would materially affect your ability to provide the work with your proposal.

- D. The Proposer's must provide references on the two-page "REFERENCES" form provided in the proposal. The Proposer must provide three current client references and three former client references (or as many current and former client references as Proposer has available) for which the same services have been provided. This information will be used to determine the extent to which the Proposer is able to provide the services described herein to an entity the size of the City of Corpus Christi, as well as the level of customer service exhibited by the Proposer.

### 2.3. Submission of Proposal:

- A. **PROPOSER SHALL SUBMIT ITS PROPOSAL, AS INSTRUCTED HEREIN.** All proposals must be complete and accurate and, in the City, approved format specified herein.
- B. The City's Charter and the City's Procurement Policy require that all proposals submitted be sealed, secret, unopened through the DUE DATE FOR PROPOSALS specified in this RFP. **Therefore, proposals submitted directly to the City by facsimile machine or e-mail will be considered non-responsive and will be eliminated from consideration.**
- C. Proposals will be received before the date and time specified in this RFP. Without exception, proposals received after the deadline are late, shall be deemed non-responsive and shall not be considered.
- D. Proposers shall comply with the additional detailed instructions regarding submission of proposals found in this RFP.

# Section 3 - Conditions Governing the Procurement

## **3.1. RFP Procedural and Content Questions**

- A. Any Proposer requiring further clarification of the RFP procedures should submit specific requests for clarification to the Procurement Officer as described in this RFP.
- B. During a review of this RFP and preparation of the proposal, certain errors, omissions or ambiguities may be discovered. If so, or if there are doubts or concerns about the meaning of any part of this RFP, questions should be submitted to the Procurement Officer as described in this RFP.
- C. All inquiries or requests regarding this RFP must be submitted to the Procurement Officer, or designee as specified in writing, and online, via the City's Supplier Portal:

<http://www.cctexas.com/business/supplierportal>

Use the electronic question submission feature specific to this RFP for Requests for Clarifications and questions. Such inquiries or requests must be submitted by the due date and time provided in this RFP. Other employees do not have the authority to respond for the City in writing and any attempt to question other employees regarding this RFP may result in the City disqualifying that Proposer. Only written responses from the Procurement Officer or designee will be binding with regard to inquiries requesting clarification or additional information. The Procurement Officer's written responses will be released simultaneously to all prospective Proposers.

- D. Addenda will be issued to address any submitted Request for Clarification and questions and answers along with any changes to the documents as a result of these clarifications.

## **3.2. Basis for Proposal**

Only the information contained in this RFP, questions and answers, addenda hereto and information supplied by the City in writing through the Procurement Officer should be used in the preparation of the Proposer's proposal.

## **3.3. Proposal Terms and Conditions**

With its proposal, the Proposer is committing to the terms and conditions proposed for inclusion in the final Agreement. Any concerns over the terms and conditions must be resolved during the proposal stage through the request for clarification question and answer process.

### 3.4. Disclosure of Proposal Contents

Proposals will be handled in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during evaluation. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". **If such material is not conspicuously identified, then by submitting its proposal, a Proposer agrees that such material is considered public information.**

### 3.5. Late Proposals

Without exception, proposals must be submitted before the DUE DATE FOR PROPOSALS. Proposals received after the time and date specified in this RFP are late and shall not be considered.

### 3.6. Signing of Proposals

By submitting and signing a proposal, the Proposer indicates its intention to adhere to the provisions described in this RFP. **Proposals signed for a partnership** shall be signed in the Proposer's name by at least one general partner or designee. **Proposals signed for a corporation** shall have the correct corporate name thereon and shall bear the president's, vice president's, or designee's original signature with the name and title written below the corporate name. Any other signature must be accompanied by a resolution of the board of directors authorizing such signature to contract in the corporation's name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

### 3.7. Cost of Proposal

This RFP does not commit the City to pay any costs incurred by a Proposer for preparation and submission of a proposal or for procuring or contracting for the items to be furnished under this RFP. All costs directly or indirectly related to preparing and responding to this RFP, including all costs incurred for supplementary documentation, shall be borne solely by the Proposer.

### 3.8. Disclosure of Interest

The City of Corpus Christi's Code of Ordinances, Section 2-349, as amended, requires all persons and Proposers seeking to do business with the City to provide the Disclosure of Interest information on the City-supplied form included herewith. Every question must be answered. If the question is not applicable, answer with N/A. Proposers are obligated to provide updated information concerning the



Disclosure of Interest, as warranted, for the duration of time the proposals are under consideration.

**3.9. Business Designation Form**

Proposer shall complete, sign and submit the Business Designation Form. The information requested is for statistical reporting purposes only.

**3.10. Conflict of Interest Questionnaire**

Proposer agrees to comply with Chapter 176 of the Texas Local Government Code which requires a person who enters or seeks to enter into a contract with the City of Corpus Christi to file a Conflict of Interest Questionnaire Form (Form CIQ) with the City of Corpus Christi City Secretary's Office, if the Proposer has certain business and/or family relationships with officers of the City of Corpus Christi or has given any gifts exceeding \$100 in the aggregate to an officer or a family member of an officer. For more information on Form CIQ and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at:

[www.cctexas.com/departments/city-secretary/conflict-disclosure](http://www.cctexas.com/departments/city-secretary/conflict-disclosure)

**3.11. Form 1295 "Certificate of Interested Parties"**

(Only to be submitted if chosen for award)

Proposer's 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, and filed with the City. 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.

**3.12. Ownership of Proposals**

All documents submitted in response to this RFP shall become the property of the City.

**3.13. Disqualification or Rejection of Proposals**

Proposers may be disqualified for any of the following reasons:

1. There is reason to believe that collusion exists among the Proposers;
2. The Proposer is involved in any litigation against the City;
3. The Proposer is in arrears on an existing contract or has defaulted on previous contracts with the City;
4. The Proposer lacks financial stability;
5. The Proposer has failed to perform under previous or present contracts with the City;
6. The Proposer has failed to use the City's approved forms;
7. The Proposer has failed to adhere to one or more of the provisions established in this RFP;
8. The Proposer has failed to submit its Proposal in the format specified herein;
9. The Proposer has failed to submit its Proposal before the deadline established herein;
10. The Proposer has failed to adhere to generally accepted ethical and professional principles during the proposal process; or,
11. The Proposer has failed to provide a detailed cost summary in the proposal if required.

**3.14. Right to Waive Irregularities**

Proposals shall be considered "irregular" if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate proposals or irregularities of any kind. The Procurement Officer reserves the right to waive minor irregularities and mandatory requirements, provided that all responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right may be exercised at the sole discretion of the Procurement Officer.

**3.15. Withdrawal of Proposals**

Proposals may be withdrawn prior to the exact hour and DUE DATE FOR PROPOSALS.

**3.16. Amending of Proposals**

A Proposer may amend a proposal prior to the exact hour and DUE DATE FOR PROPOSALS.

**3.17. Proposal Offer Firm**

By submission of its proposal, the Proposer affirms that its proposal is firm for one hundred eighty (180) days after the DUE DATE FOR PROPOSALS and if awarded a contract the proposal then remains firm for the duration of the contract.

**3.18. Proposer's Qualifications**

The City may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified herein. The Procurement Officer will reject the proposal of any Proposer who is not a responsible Proposer.

**3.19. Exceptions to RFP Specifications**

Although the specifications in the following sections represent the City's anticipated needs, there may be instances in which it is in the City's best interest to permit exceptions to specifications and evaluate alternatives. It is vital that the Proposer make very clear where exceptions are taken to the specifications and how the Proposer will provide alternatives. ***Therefore, when allowed, exceptions, conditions or qualifications to the provisions of the City's specifications must be clearly identified as such, together with reasons for taking exception, and submitted as a Request for Clarification during the proposal process. If the Proposer does not make clear that an exception is being taken and receive approval to take such exception, the City will assume the Proposer is, in its proposal, responding to and will meet the specifications and requirements of this RFP.***

**3.20. Consideration of Proposals**

Discussions may be conducted with responsible Proposers qualified to be selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. In discussions, there shall not be disclosure of any information derived from proposals submitted by competing Proposers. Until award of the Contract is made by the City, the City reserves the right to reject any or all proposals, to waive technicalities, to re-advertise for new proposals or to proceed with the work in any manner as may be considered in the best interest of the City. Should the City require clarification from the Proposer, the City shall contact the individual named as the organization's contact person in the City's Supplier Portal. Evaluation of the proposal is the first step in a series of evaluation steps that will be conducted by the Committee. The City may elect to conduct post-submission reference checks, Proposer interviews or best and final offers with any Proposers that are not eliminated based on their proposal.

**3.21. Termination of RFP**

The City reserves the right to cancel this RFP at any time. The City reserves the right to reject any or all proposals submitted in response to this RFP.

**3.22. No Obligation**

In no manner does this RFP obligate the City or any of its agencies to the eventual services offered until confirmed by an executed written Contract.

**3.23. Recommendation for Award**

City staff will recommend to the City Manager that award be made to the Proposer(s) whose proposal is determined by the City to be the most advantageous ("Best Value") to the City.

**3.24. Execution of Contract**

The City Manager or designee may authorize award of the Contract to the successful Proposer(s) and will designate the successful Proposer(s) ("**Contractor**") as the City's provider(s). The City will require the Contractor(s) to sign the documents necessary to enter into the required Contract with the City and to provide the necessary evidence of insurance as required in the Contract documents. No Contract for this project may be signed by the City without the authorization of the City Manager or designee and no Contract shall be binding on the City unless and until it has been approved as to form by the City Attorney's Office and executed by the City Manager or designee.

**3.25. Disputes**

In the case of any doubt or difference of opinion with regard to the items to be furnished by a Proposer or the interpretation of the provisions of this RFP, the decisions of the City shall be final and binding upon all parties.

**3.26. Right to Publish**

Throughout the duration of the procurement process and resulting Contract term, Proposer must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by the RFP or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Proposer's proposal or termination of the Contract.

**3.27. Proposer's Ethical Behavior**

By submission of its proposal, the Proposer promises that Proposer's officers, employees, and agents will not attempt to lobby or influence a vote or recommendation related to the Proposer's proposal submitted in response to this RFP, directly or indirectly, through any contact with City Council members or other City officials between the date this RFP is released to the public and the date a contract is executed by the City Manager or designee. Such behavior will be

cause for rejection of the Proposer's proposal at the discretion of the City Manager or designee. **Please complete and sign the Ethical Behavior form and return it with your proposal.**

**3.28. Quantities**

Any quantities that may be described herein are estimates and do not obligate the City to order or accept more than the City's actual requirements during the term of any Contract, nor do the estimates limit the City to ordering less than its actual needs during the term of any Contract, subject to availability of appropriated funds.

**3.29. Use of Subcontractors**

The Proposer may use subcontractors in connection with the work performed if awarded a contract. When using subcontractors, however, if not listed in the proposal at the time of selection, the Proposer must obtain prior written approval from the **Contract Administrator**. In using subcontractors, the Proposer is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Proposer. All requirements set forth as part of the Contract are applicable to all subcontractors and their employees to the same extent as if the Proposer and its employees had performed the services.

**3.30. Protest Procedure**

- A. These procurement protest procedures are applicable to procurement of goods or services by the City of Corpus Christi including where federal funds are used in whole or in part. These protest procedures are also made applicable to recipients awarded a grant of federal funds through the City of Corpus Christi who intend to provide such funds to subrecipients pursuant to an approved plan, project or activity. This protest process does not create any due process rights but is intended to allow bidders/proposers to raise concerns regarding actions taken pertaining to a bid or other form of competitive solicitation.
- B. The City's Contracts and Procurement Management has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Corpus Christi of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Procurement Officer may dismiss your complaint or protest.
- C.  **GROUNDS FOR PROTEST**   
Only protests alleging an issue concerning the following subjects will be considered:
  - 1. Violation of local, state or federal regulation.

2. Issues with the solicitation document that creates an unfair advantage or unlevelled playing field.
3. Errors in computing the tabulation or evaluation of a bid or proposal.
4. Discrepancies with material differences or quality of items or services.

D. **PROTEST PROCESS**

1. **Prior to Bid/Proposal Due Date:** If you are a prospective Bidder/Proposer and you become aware of the facts regarding what you believe is a deficiency in the solicitation or solicitation process before the Due Date for receipt of bids/proposals, you must notify the City in writing of the alleged deficiency no later than five days before the Due Date for bids/proposals, giving the City an opportunity to resolve the situation prior to the bid/proposal Due Date.
2. **After Bid/Proposal Due Date:** If you submit a bid/proposal to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:
  - a. You must file written notice of your intent to protest within five calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - b. You must file your written protest within seven calendar days of the date that you notified the City of your intent to protest.
  - c. You must submit your protest in writing and must include the following information:
    - i. your name, address, telephone, and fax number; and
    - ii. the solicitation number; and
    - iii. a detailed statement of the factual grounds for the protest, including copies of any relevant documents; and
    - iv. signature of the protestor and its representative and evidence of authority to sign; and

- v. the form of relief requested.
  - d. Your protest must be concise and presented logically and factually to help with the City's review.
  - e. When the City receives a timely written protest, the Procurement Officer will determine whether the grounds for your protest are sufficient. If the Procurement Officer decides that the grounds are sufficient, the Contracts and Procurement Office will schedule a protest hearing, usually within five (5) working days. If the Procurement Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
3. **Informal Protest Hearing** - The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are representatives from the department that requested the purchase, the Legal Department, the Contracts and Procurement Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
4. **Protest Decision** – A written decision will usually be made within 15 calendar days after the hearing. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
5. **Exceptions; Restrictions** – When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Procurement Officer determines that:
- a. the City urgently requires the supplies or services to be purchased, or
  - b. failure to make an award promptly will unduly delay delivery or performance.
- In those instances, the City will notify you and make every effort to resolve your protest before the award.
6. **Federal Agency Review** – Every protestor must exhaust all administrative remedies with the City of Corpus Christi as are provided in this Protest Procedure before pursuing a protest to the appropriate federal agency. Reviews of protests by the federal agency are limited to:

I. violations of federal law or regulations and the standards set out in the relevant regulations (44 CFR § 13.36.10, 24 CFR § 85.36(b)(12), 24 CFR § 84.41 or as otherwise may be applicable); and

II. violations of the City's Protest Procedures for failure to review a complaint or protest.

Any protests received by the federal agency other than those specified above will be referred to the City for handling and resolution.

### 3.31. Insurance Requirements

#### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	<b>Bodily Injury and Property Damage</b> Per occurrence - aggregate
ERRORS & OMISSIONS	\$1,000,000 Per Occurrence \$1,000,000 Aggregate



- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi  
Attn: Risk Manager  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
  - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
  - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2020 Insurance Requirements  
Ins. Req. Exhibit **3-L**  
Professional Services – Errors & Omissions  
04/14/2020 Risk Management – Legal Dept.

# **Section 4 - Scope of Work**

## **4.1. General Requirements**

The Contractor shall perform tasks, under the direction of Human Resources, associated with the development, statistical analysis, and assessment center process for promotional examinations of law enforcement officers. The Contractor will also comply with Texas Government Code 143, City of Corpus Christi Civil Service rules and regulations, and Collective Bargaining Agreements (see exhibit A), concerning Written Examinations and Asset Centers.

## **4.2. Scope of Work**

1. The Contractor will professionally develop and supply under the direction of Human Resources Department a multiple choice 100 question written examination that will be administered by the Human Resources Department using sources that are provided and approved by the Civil Service Commission.
2. Contractor shall deliver the examination questions in a sealed and secured manner confidentially to the Human Resources Department. The examination will be developed in a way that can be graded immediately following the exam. Ranks include Police Captain and Police Lieutenant and a proficiency exam for Senior Officers.
3. Contractor will provide to the Human Resources Director or designee as the Head of the Civil Service Commission a written response to any appealed test question for Police Lieutenant and Police Captain. The response will be used on the City's behalf in the Civil Service Commission meeting. The Commission will determine whether a test question will be deleted, changed, or has more than one answer. The decision rendered by the Commission is final and changes to grading will be made by the Human Resources Department.
4. Contractor will professionally develop and administer under the direction of the Human Resources Department an assessment center for the ranks of Police Captain and Police Lieutenant using a minimum of three exercise which adequately assesses measurable dimensions of the job analysis. The assessment will count as 60 percent of the total score and will be graded in a way that will go out at least two decimal point to eliminate any possible ties.
5. Contractor will utilize audio/video equipment to conduct assessment center exercises.
6. Contractor will develop the job analysis using equivalent and/or higher ranks within the Corpus Christi Police Department as subject matter experts.

Coordination and selection of the SME's will be the responsibility of the Human Resources Department.

7. Contractor will provide assessors training in the administration and grading process for a minimum eight hours prior to conducting the assessment center.
8. Contractor will provide a classroom style orientation to candidates on general information of the assessment center process.
9. Contractor will comply with providing within 24 hours of the conclusion of the entire Assessment Center process, excluding weekends and City-observed holidays, the grading for the assessment center so that Human Resources can prepare a promotional eligibility list. Only the top 10 Captain candidates and top 15 Lieutenant candidates of the written examination will proceed to the assessment center process.
10. Contractor will supply materials used for assessment centers and provide expert testimony in court should the validity of an exam be legally challenged.
11. Contractor shall supply a detailed COVID-19 response to providing assessment centers while maintaining compliance with current Collective Bargaining Agreements.
12. Contractor will provide assessment center feedback to candidates. The purpose of this session will be to provide each candidate with his/her score, the areas in which he/she excelled and did poorly, and what he/she might do to improve his/her performance in the future. The results of the Assessment Center examination shall be binding for one year and, absent fraud, are not appealable to the Civil Service Commission or any other forum.
13. Contractor will use assessors selected by the Corpus Christi Police Association and approved by the Chief of Police.
14. Contractor will be the proprietary owner of all video and audio tapes utilized in the assessment center.
15. The price must include travel. Separate reimbursement will not be allowed for travel.
16. Contractor will abide by Tx Gov. Code 143, The City of Corpus Christi Civil Service Rules and Regulations, and current Collective Bargaining Agreements in the development and or administration of written examinations and assessment centers.

# Section 5 - Proposal Format and Organization

This section provides specific instructions on format and organization of the proposal to be submitted by the Contractor. Each Contractor may submit only one proposal in a totally self-supporting format without reference to any other proposal(s).

## 5.1. General Instructions

- A. To provide for ease and uniformity and to aid in the evaluation of proposals, Proposers shall comply with the sequence outlined herein. **IN NUMBERING PROPOSALS, THE PROPOSER SHALL USE THE SAME SECTION NUMBERS AND TITLES AND SHALL PROVIDE ITS RESPONSES IN THE SAME ORDER AS EACH ITEM IS NUMBERED AND ORDERED HEREIN.** Failure to comply may result in rejection of the proposal. The proposal shall be completed in sections, which are described below.
- B. Proposers should be aware that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by reference into any contract(s). The City discourages the inclusion of general marketing material or equipment manuals unless they are used to provide specific information or specifically requested by the City.
- C. The Proposer shall provide one electronic copy, via flash drive or compact disk, along with six bound hard copies of the proposal on or before the DUE DATE FOR PROPOSAL.

## 5.2. Proposal Format

- A. This section outlines the minimum requirements for preparation and presentation of a proposal.
- B. **The Proposer shall define the capabilities of their organization to supply and maintain the services as requested in this RFP. The response should be specific and complete in every detail and prepared in a simple and straightforward manner.**
- C. Proposers are expected to examine the entire RFP including all specifications, standard provisions, instructions and attachments. Failure to do so will be at the Proposer's risk. Proposers should provide their best pricing for the services set out herein.
- D. Proposals shall be in at least 11 pt. easily readable font and bound in a manner that allows the proposals to be disassembled.

### 5.3. Proposal and Proposal Forms

- A. The transmittal letter shall be the first item in your proposal and shall indicate the intention of the Proposer to adhere to the provisions described in the RFP. The transmittal letter **SHALL**:
1. Be presented on company letterhead;
  2. Identify the submitting organization;
  3. Identify the name, title, contact number, email address and physical address of the person to be contacted during the RFP process;
  4. Identify, by name and title, and be signed by the person authorized by the organization to obligate the organization contractually;
  5. Acknowledge receipt of any addenda to this RFP;
  6. Statement indicating willingness to sign Service Agreement as written.
- B. The second item in your proposal shall be a table of contents listing titles, sections and major sub-sections. All pages shall have a unique identifier and be numbered sequentially.
- C. The third item in your proposal shall be the **forms** as follows:
- a. **Minimum Requirements Form.** Proposer is to complete and attach any relevant documents to this form.
  - b. **References.** Proposer is to provide the references on the forms provided. Include client references with contract information that can be verified by the Evaluation Committee.
  - c. **City of Corpus Christi's Disclosure of Interest Form.** Proposer is to complete, sign and include with proposal.
  - d. **City of Corpus Christi's Business Designation Form.** Proposer is to complete, sign and include with proposal.
  - e. **Ethical Behavior Form.** Proposer is to complete, sign and include with proposal.
- D. The fourth item in your proposal shall be your actual proposal and associated documents. The proposal shall be organized in the same manner as the evaluation criteria and should address all items outlined in the criteria. Include client references with contract information that can be verified by the Evaluation Committee. More specifically, the proposal shall address the following:
1. Promotional Testing
    - a. The Proposer must provide detail on its validation methodology and be consistent with the objectives of the general validity standards set forth in the EEOC Guidelines.

b. The Proposer shall demonstrate ability to provide exams in a timely manner for test review. Demonstrate a written response to test item appeals for the Civil Service Commission and provide information on handling cheating.

c. Proposer shall provide the means by which they will deliver all confidential test material.

d. The Proposer shall provide the means by which they will submit a final report detailing the outline aspects of the examination, Item Analysis, Impact Analysis, and any other pertinent facts that would prove beneficial to the Civil Service Commission.

## 2. Assessment Center Testing

The Proposer shall provide information on its plans conduct and facilitate scoring process for assessment centers. Staff requirements for providing such services, to include ranks of Police Captain and Police Lieutenant in the Police Department.

E. The fifth item in your proposal shall be the pricing sheet. Proposer is to provide on the attached Pricing Forms a cost per unit for Promotional Testing Services. Only one original of this form is needed, and it shall be contained in a separate sealed envelope labeled as Price Proposal.

## 5.4. Service Agreement

A sample SERVICE AGREEMENT is attached hereto that the successful Proposer will be required to sign a similar agreement. With the exception of certain terms and conditions which may be modified by the City to conform the Contract prior to final execution of the Contract.



# Section 6 - Proposal Evaluation

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal will first be analyzed to determine overall responsiveness and completeness as defined in the Proposal Format and Organization Section, and the Evaluation Criteria Section of this RFP. Failure to comply with the instructions or submission of a proposal that does not satisfy these Sections may result in the proposal being deemed non-responsive and may, at the discretion of the Committee, as defined in below, result in the proposal being eliminated from further consideration.

## 6.1. Evaluation Committee

An Evaluation Committee ("**Committee**") will be established to assist the City to select a qualified Proposer. The Committee will be comprised of staff from various City Departments. This Evaluation Committee will then recommend the top proposer to the Executive Committee consisting of the City Manager and Assistant City Managers.

## 6.2. Evaluation Criteria

A. Minimum Qualifications: This area will be scored on a pass fail basis. Firms not meeting the minimum qualifications will not continue in the process. To be considered, the proposers must have the required experience, licensing, lack of litigation and regulatory issues and provide adequate references.

B. Each qualified proposer will then be ranked on the basis of the following: EVALUATION CRITERIA. To determine an overall ranking, the relative rankings will be weighted according to the following:

### Weighted Criteria

The following criteria will be used to evaluate the proposals:

Evaluation Criteria	Criteria Weight
<b>Minimum Qualifications</b> <ul style="list-style-type: none"> <li>• Required ten years in business;</li> <li>• No outstanding lawsuits during last 5 years or current litigation with the City during last 5 years;</li> <li>• No outstanding regulatory issues last 5 years;</li> <li>• References Provided for firm.</li> </ul>	<b>Pass/Fail</b>
<b>Technical Proposal</b>	<b>50 Points</b>
<b>Firms' Experience (18 points)</b> <ul style="list-style-type: none"> <li>• Experience on projects of similar scope and complexity;</li> <li>• Demonstrated capability/capacity on comparable projects;</li> <li>• Past Performance and Reference Checks.</li> </ul>	
<b>Team Experience (18 points)</b> <ul style="list-style-type: none"> <li>• Team members with experience and qualifications;</li> </ul>	

<ul style="list-style-type: none"> <li>• Team members experience with work of similar scope and complexity.</li> </ul>	
<b>Understanding of Project Scope (14 points)</b>	
<ul style="list-style-type: none"> <li>• Demonstrated understanding of scope of services;</li> <li>• Demonstrated understanding and experience with similar service with a public agency.</li> </ul>	
<b>Interview</b>	<b>30 Points</b>
<b>Firm's Experience (8 points)</b>	
<ul style="list-style-type: none"> <li>• Demonstrated Experience providing these Services of similar scope and complexity.</li> </ul>	
<b>Team Identification (10 points)</b>	
<ul style="list-style-type: none"> <li>• Team members with experience and qualifications.</li> </ul>	
<b>Understanding of Project Scope (12 points)</b>	
<ul style="list-style-type: none"> <li>• Demonstrated understanding of scope of services;</li> <li>• Knowledge of Similar Services;</li> <li>• Capability to perform work.</li> </ul>	
<b>Price</b>	<b>20 Points</b>

- C. Price - Provide a price for each item. A pricing sheet has been provided for use. The price shall be all inclusive of all costs necessary to meet the requirements outlined in this RFP. The Proposer with the lowest price will receive all 20 points and all other Proposers will receive a proportional share of the points based on the proration of their price to the lowest price provided.
- D. The Proposer's failure to provide information relative to the above criteria may result in the City deeming such proposal non-responsive and may, at the sole discretion of the Committee, result in elimination of said proposal from further consideration. The Committee reserves the right to conduct other evaluation and measurements of the proposals as may be necessary to make an informed decision.

### 6.3. Evaluation Process

The process outlined below is followed to allow the City to get a well-qualified firm for the best value for the City to complete these services. Care is taken by the Procurement Officer to make sure the process is adhered to by the Evaluation Committee. Proposals are scored by each evaluator independently to avoid group think or influence between Committee members. Strict adherence to the process by all parties participating in this solicitation will assure that proposers are treated fairly, time and expenses to propose are minimized and the qualified proposer providing the best value is awarded the contract.

**Step 1 Minimum Requirements Review**– Proposals will be screened for minimum requirements. Only those firms meeting the minimum requirements on a pass/fail basis will be allowed to continue in the process.

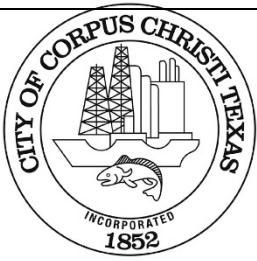
**Step 2 Technical Proposal Review** – Proposals will be evaluated by the Evaluation Committee based on the criteria list in this RFP. Scores from all evaluators will be averaged and tabulated to form a ranking from highest to lowest scoring proposers. If any natural breaks or gaps exist in the ranking, only the highest ranking proposers will be invited for interviews. If the natural break does not allow for adequate competition the City may include the next grouping of proposers to enter the interview phase to allow adequate competition to occur. If no natural breaks exist, the City may interview the entire group.

**Step 3 Interviews** – Those proposers that are invited to Interview will be scheduled to participate and will be given a format and timeline for the interview. Typical interviews include a fifteen minute presentation by the firm and a forty-five minute question and answer period for the panel. Interviews will be evaluated on the criteria listed in the RFP. Interview scores will then be added to Technical Proposal Review scores to refine the ranking of proposers. Evaluators will look for any new natural breaks to occur as outlined in Step 2 above and will determine the firms that will be considered for the final pricing step.

**Step 4 Pricing** - Only after a determination has been made of the firms most qualified to provide the services needed will the pricing be evaluated. Pricing proposals will be opened for the qualified firms and the pricing scores will be evaluated and points distributed on a prorated bases with the lowest priced firm receiving the maximum pricing points. These pricing points will be added to the Technical Proposal and Interview scores for a final ranking.

**Step 5 Selection** – The proposer with the highest number of overall points will be recommended for award. Should the highest ranking firm be over budget, the City reserves the right to issue a Best and Final Pricing Proposal form to Proposers that passed Step 3 for further evaluation. Proposers will be notified at this point of their standing and offered an opportunity for a debriefing after the award is complete.

# Section 7 – RFP Forms



# MINIMUM REQUIREMENTS

RFP No. 3227

## Promotional Testing for the City of Corpus Christi's Police Department

1. Has your business been operating for a minimum of ten years providing services similar in nature to the scope of work outlined in this RFP?

YES

NO

**Please attach documentation to show number of years in business.**

2. Does your firm have any outstanding lawsuits or litigation with the City as outlined in Section 2.2 of this RFP?

YES

NO

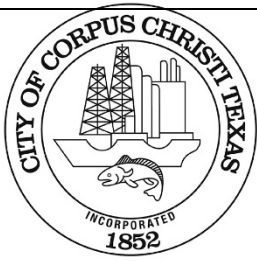
**If yes, please explain in detail on attached documentation.**

3. Does your firm have any outstanding regulatory issues as outlined in Section 2.2 of this RFP?

YES

NO

**If yes, please explain in detail on attached documentation.**



# REFERENCES

**RFP No. 3227**

**RFP Promotional Testing for the City of  
Corpus Christi's Police Department**

<b>Current Client Reference 1</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

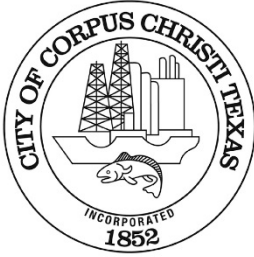
<b>Current Client Reference 2</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

<b>Current Client Reference 3</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

<b>Former Client Reference 1</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

<b>Former Client Reference 2</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

<b>Former Client Reference 3</b>	
Organization name:	Contact and title:
Address:	Phone number:
	Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	



# CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

RFP No. 3227

## RFP Promotional Testing for the City of Corpus Christi's Police Department

Corpus Christi Code § 2-349, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See next page for Filing Requirements, Certification and Definitions.

COMPANY NAME: \_\_\_\_\_

P. O. BOX: \_\_\_\_\_ STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ -

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

### DISCLOSURE QUESTIONS

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

1. State the names of each "employee" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Job Title and City Department (if known)
_____	_____
_____	_____
_____	_____

2. State the names of each "official" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Title
_____	_____
_____	_____
_____	_____

3. State the names of each "board member" of the City of Corpus Christi having an "ownership interest" constituting 3% or more of the ownership in the above named "firm."

Name	Board, Commission or Committee
_____	_____
_____	_____
_____	_____

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

Name	Consultant
_____	_____
_____	_____
_____	_____



**FILING REQUIREMENTS**

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

**CERTIFICATION**

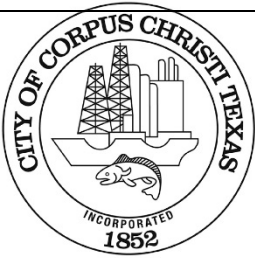
I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of  
Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

**DEFINITIONS**

- a. "Board member." A member of any board, commission, or committee of the city, including the board of any corporation created by the city.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the city, whether under civil service or not, including part-time employees and employees of any corporation created by the city.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements.
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.



# CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT BUSINESS DESIGNATION FORM

RFP No. 3227  
RFP Promotional Testing for the City of  
Corpus Christi's Police Department

ENSURE THIS FORM IS SUBMITTED WITH YOUR PROPOSAL RESPONSE

**PLEASE INDICATE WHETHER YOUR COMPANY IS ANY ONE OF THE FOLLOWING:**

YES  NO - CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Select all that are appropriate:

- ASIAN PACIFIC
- BLACK
- HISPANIC
- NATIVE AMERICAN
- WOMAN

Please visit the following website for information on becoming a Texas Certified HUB:  
<http://www.window.state.tx.us/procurement/prog/hub/>

YES  NO - LOCAL SMALL BUSINESS (LSB)

A for-profit entity employing less than 49 employees located within the City limits of Corpus Christi, Texas

YES  NO OTHER (PLEASE SPECIFY):

THIS COMPANY IS **NOT** A CERTIFIED HUB or LSB

**THE INFORMATION REQUESTED IN THIS FORM IS FOR STATISTICAL REPORTING PURPOSES ONLY AND WILL NOT INFLUENCE AWARD DECISIONS OR THE AMOUNT OF MONIES EXPENDED WITH ANY GIVEN COMPANY.**

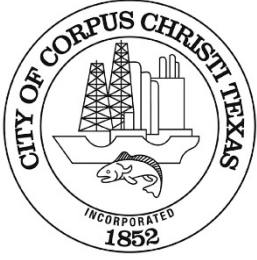
Firm Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Form Date: \_\_\_\_\_

Signer's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please print or type)



## CITY OF CORPUS CHRISTI Ethical Behavior Form

RFP No. 3227

### Promotional Testing for the City of Corpus Christi's Police Department

By submission of its proposal, the Proposer promises that Proposer's officers, employees, and agents will not attempt to lobby or influence a vote or recommendation related to the Proposer's proposal submitted in response to this RFP, directly or indirectly, through any contact with City Council members or other City officials between the date this RFP is released to the public and the date a Contract is executed by the City Manager or designee. **Such behavior will be cause for rejection of the Proposer's proposal at the discretion of the City Manager or designee.**

Indicate your written assurance that your Firm's officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the Firm's RFP response.

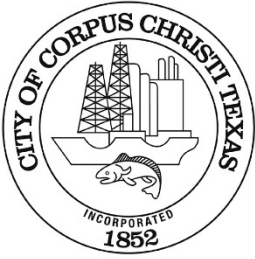
I, \_\_\_\_\_ confirms no officers, employees, and/or agents will attempt to lobby or influence a vote or recommendation related to the Firm's RFP response; directly or indirectly, through any contact with the City Council Members or other City officials between the RFP issuance date and award by the City Council.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_





**CITY OF CORPUS CHRISTI  
CONTRACTS AND PROCUREMENT DEPARTMENT**

**Pricing Form**

**RFP No. 3227  
Promotional Testing for the City of  
Corpus Christi's Police Department**

**PAGE 1 OF 1**

**DATE:** \_\_\_\_\_

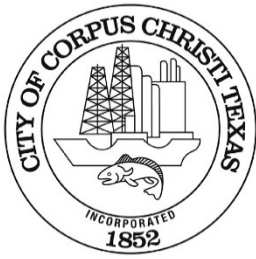
\_\_\_\_\_  
**PROPOSER**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.
2. Provide your best price for each item.
3. In submitting this proposal, Proposer certifies that:
  - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
  - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
  - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Test Development	25	EA	\$	\$
2	Assessment Development Center (Job Analysis, Candidate Feedback)	9	EA	\$	\$
	Grand Total				\$

# Section 8 – Sample Agreement



## SERVICE AGREEMENT NO. 3227

### Promotional Testing for the City of Corpus Christi's Police Department

THIS **Promotional Testing for the City of Corpus Christi's Police Department Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Name ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Promotional Testing for the City of Corpus Christi's Police Department Services in response to Request for Bid/Proposal No. 3227 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Promotional Testing for the City of Corpus Christi's Police Department Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-years periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$00.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Eyvon McHaney  
Department: Human Resources  
Phone: (361) 826-3979  
Email: Eyvonmc@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The



purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

**7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

**8. Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

**9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

**10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
13. **Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Eyvon McHaney  
Title: Director of Human Resources  
Address: 1201 Leopard St., Corpus Christi, Texas 78401  
Phone: (361) 826-3979  
Fax: (361) 826-3322

**IF TO CONTRACTOR:**

Contractor Company Name  
Attn: Name

Title:  
Address:  
Phone:  
Fax:

**17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**18. Termination.**

(A) The City Manager may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. **Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
20. **Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
21. **Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
22. **Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
23. **Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
  - A. this Agreement (excluding attachments and exhibits);
  - B. its attachments;
  - C. the bid solicitation document including any addenda (Exhibit 1); then,
  - D. the Contractor's bid response (Exhibit 2).
24. **Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
25. **Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
26. **Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the

expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**CONTRACTOR**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Kim Baker  
Director of Contracts and Procurement

Date: \_\_\_\_\_

**Attached and Incorporated by Reference:**

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. 3227
- Exhibit 2: Contractor's Bid/Proposal Response