



CONTRACT NO. 200847

(RFP 307967)

Pest Control Services for Facilities and Park & Rides

CONTRACTOR:

Pestmaster Services of Austin
108 Clear Spring Rd
Georgetown, TX 78628
Phone: (512) 868-2390

AWARD DATE:

June 21, 2022

CONTRACT TERM:

August 3, 2022 through August 3, 2024

PRICE:

\$24,453.24

DBE GOAL:

0%

PROJECT MANAGER:

Telephone #
Email Address

Jabecca Stockton
(512) 369-6517
Jabecca.stockton@capmetro.org

CONTRACT ADMINISTRATOR:

Telephone #
Email Address

Kimberly Craft
(512) 389-7579
Kimberly.Craft@capmetro.org

PROCUREMENT DEPARTMENT
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
2910 E. 5th STREET
AUSTIN, TEXAS 78702



REQUEST FOR QUOTE

Capital Metropolitan Transportation Authority (Capital Metro) is a corporate body and political subdivision of the State of Texas. Capital Metro was established by a referendum on January 19, 1985, to provide mass transportation service to the greater Austin metropolitan area. As provided by Chapter 451, Transportation Code, that vote authorized Capital Metro to collect a one-percent sales tax. Capital Metro commenced operations on July 1, 1985. In addition to the City of Austin, the Capital Metro service area includes the cities of Jonestown, Lago Vista, Leander, Manor, San Leanna, Point Venture, Village of Volente, Travis County Precinct #2, and the Anderson Mill area of Williamson County.

Request for Quote #	307976
Description of Service	Pest Control Services for Facilities and Park & Rides
RFQ Issue Date	May 9, 2022
Questions Due Date & Time	May 16, 2022
Responses to Questions	May, 19, 2022
RFQ Due Date & Time	June, 1, 2022 Prior to 3:00:00 p.m.
Buyer	Kimberley Craft
Buyer Contact	kimberley.craft@capmetro.org

If your firm is interested in providing this service, please submit your response to:

Capital Metro's Procurement Department,
2910 East Fifth Street, Austin, Texas 78702

Attention: **Kimberley Craft**

Email address: kimberley.craft@capmetro.org

Responses are due on or before the RFQ issue date and time provided above, Central Standard Time. **Responses are to be returned through the Planet Bids portal.** All submittals are time and date stamped as received. **Late quotes will not be accepted.** All amendments regarding this solicitation must be signed and returned by the specified time/date. Offerors are responsible for obtaining any updates to solicitations, which may be accessed via www.capmetro.org or Planet Bids website at <https://www.planetbids.com/portal/portal.cfm?CompanyID=39494>

1. OBJECTIVE

The purpose of this solicitation is to contract the services of a qualified and experienced Firm to provide Pest Control Services for various Capital Metro Facilities, Park & Ride sites, as listed in this solicitation.

2. SCOPE OF WORK

The Contractor shall provide Capital Metro with monthly pest control services at all administration & maintenance facilities, and quarterly pest control services at all park & ride sites.

General pest control shall include but shall not be limited to; ants, roaches, spiders, rats, mice, rodents, snakes, bugs and flying insects. Flying insects shall include but shall not be limited to (except termites); mosquitos, bees and wasps. Mosquito treatment should be included in the pricing but will only be provided as needed, upon request. Any emergency treatments shall be provided as needed, **without exception. Any exceptions to general pests shall be listed and can cause bid rejection.** All other pest control not listed under this general contract such as domestic animal removal will require Capital Metro Project Manager's and Procurement approval on services and cost before the work is to be performed.

(a) Special Provisions:

- (1) Capital Metro will require copies of Material Safety Data Sheet (MSDS) on all chemicals that will be sprayed or applied in any manner.
- (2) All chemical spraying must meet current Federal, State and City of Austin regulations. (Proof of current licensing must be provided at time of bid).
- (3) All services shall include once a month or quarterly treatments and spot treatments or return visits must be made within a 24-hour period after the request is made.
- (4) Emergencies must be treated the same day as reported.
- (5) The Authority reserves the right to modify this contract to include other properties or pest control services deemed necessary.
- (6) Bird Control (pigeon) shall be included as an option, and shall be used on an as-needed basis to control any health risk. Bird Control shall include baiting (feeding), bird pickup, and daily disposal during the feeding service. All local, state and federal laws shall be followed and only approved baits shall be used.

3. ADMINISTRATION AND MAINTENANCE: (Monthly):

(a) 2910 East 5th Street, Administration, Maintenance Facility & Service Island:

Administration Building: All areas including all offices, kitchens, mechanical rooms, lunchrooms, meeting rooms and janitorial areas. Service area will include an area around the entire building extending 10 feet outward from the building.

Service Island: All office buildings, fueling lanes, restrooms, mechanical rooms, supervisory rooms, electrical rooms, hallways and storage rooms.

CNG Building: Control rooms, storage rooms and money counting rooms (special arrangements will need to be made when service is required). Service area will include an area around the entire building extending 10 feet outward.

Maintenance Facility: All areas including all offices, kitchens, break rooms, mechanical rooms, electrical rooms, parts storage areas, training rooms and shop areas. Service area will include an area around the entire building extending 20 feet outward.

Other Areas: All tool storage areas, outside trash compactor areas, pull in building and guard buildings (if applicable).

(b) 509 Thompson, STS Administration, Maintenance Facility & Service Island:

Administration Building: All areas including all offices, kitchens, mechanical rooms, lunch rooms, meeting rooms and janitorial areas. Service area will include an area around the entire building extending 10 feet outward from the building.

Maintenance Facility and Service Island: All areas including all offices, kitchens, break rooms, mechanical rooms, electrical rooms, parts storage areas, training rooms and shop areas. Service area will include an area around the entire building extending 20 feet outward.

Other Areas: All tool storage areas, outside trash compactor areas, pull in building and guard buildings (if applicable).

(c) 624 Pleasant Valley Road, Administration Annex Facility:

Administration Building: All areas including all offices, kitchens, mechanical rooms, lunch rooms, meeting rooms and janitorial areas. Service area will include an area around the entire building extending 10 feet outward from the building.

Special Requirement: Day Care portion: All areas including inside areas and playground areas. Provide extra ant and insect treatment designed for daycare operations. Treatment will need to be scheduled and cannot be performed while children are present on the premises.

(d) 9315 Old McNeil Road, Administration, Maintenance Facility, Service Island & Rail Facility:

Administration Building: All areas including all offices, kitchens, mechanical rooms, lunch rooms, meeting rooms, and janitorial areas. Service area will include an area around the entire building extending 10 feet outward from the building.

Maintenance Building: All areas including all offices, kitchens, break rooms, mechanical rooms, electrical rooms, parts storage areas, training rooms and shop areas. Service area will include an area around the entire building extending 20 feet outward.

Service Island: All areas including all offices, kitchens, break rooms, mechanical rooms, storage and shop areas. Service area will include an area around the entire building extending 20 feet outward.

4. PARK AND RIDES (Quarterly)

- (a) Leander Station, 800 North Hwy. 183, Leander, TX 78641
- (b) Lakeline Station, 13625 Lyndhurst Drive, Austin, TX 78759
- (c) TechRidge Park & Ride, 900 Center Ridge Drive, Austin, TX 78753
- (d) Pavilion Park & Ride, 12400 North Hwy. 183, Austin, TX 78759
- (e) North Lamar Transit Center, 8001 N. Hwy. 183, Austin, TX 78753
- (f) South Congress Transit Center, 301 W. Ben White, Austin, TX 78704
- (g) Westgate Transit Center, 2027 W. Ben White, Austin, TX 78767

All Park and Rides: All areas including all offices, restrooms, break rooms and bus stop sitting areas. Service area will include an area around the entire building and around the entire bus stop sitting area extending 5 feet outward.

5. QUALIFICATIONS & EXPERIENCE

- (a) Offeror must be in the everyday business of providing pest control services for commercial type properties.
- (b) Offeror shall have been in business at least 5 years and have all Federal, State and City of Austin operating licenses.
- (c) Offeror must provide the following with quote:
 - (1) Five references with phone numbers for pest control projects completed by contractor within the past 12 months.
 - (2) Copy of Pest Control License and location of company.

6. SUBMITTALS

Please examine the Solicitation, Scope of Work, and all other parts of this solicitation, whether incorporated by reference or otherwise, prior to the submission of an offer. Failure to do so shall be at the Firm's risk.

Please ensure that the information required for this solicitation is included. Sign and print or type the Firm's name on page five (5) of this document, beneath the Terms and Conditions. Offers signed by an agent of the firm (other than an officer or a partner of the firm) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the Authority).

Questions shall be submitted by e-mail no later than **Wednesday, May 16, 2022, by 3 p.m.** to allow sufficient time for answers to be considered and prepared by the Authority.

7. TERMS AND CONDITIONS

- (a) Late quotes will not be accepted.
- (b) Quotes must be held open for ninety (90) days from solicitation due time/date.
- (c) Capital Metro reserves the right to accept or reject all quotes.
- (d) Pricing must be submitted on the form provided under section 8, PRICES FOR SERVICES in this document.
- (e) Failure to sign quote may result in disqualification.
- (f) Award of contract may be made without discussion with offerors after quotes are received.
- (g) Any amendment(s) or clarification(s) issued regarding this solicitation will be posted on Planet Bids website. Vendors are responsible for obtaining these documents as they are issued.
- (h) Contractor must comply with all laws, ordinances, regulations, orders and directives issued by any public health agencies or any other regulatory or enforcement agency having jurisdiction over the operation.
- (i) **All prices must be fully burdened and inclusive of all services and materials required to complete the project.**
- (j) **The resulting contract will be a fixed price contract.**
- (k) In addition to Attachment 1 Supplemental Purchase Order Terms and Conditions, a complete listing of Capital Metro's Standard Terms and Conditions may be found at <https://www.capmetro.org/poterm/>.

The remainder of Exhibit A – Pricing Schedule has been redacted.

For further information regarding Exhibit A, you may:

- Reach out to the Contractor directly via the Contractor contact details provided on the cover page of this contract.

OR

- Submit a public information request directly to PIR@capmetro.org.

For more information regarding the Public Information Act and submitting public information requests, follow this link to our website: <https://www.capmetro.org/legal/>

Pestmaster Services Commercial References

Pflugerville ISD
2021 Crystal Bend Dr.
Pflugerville, TX 78660
Contact Person: Arthur Carrasco
Coordinator, Maintenance and
Technician Maintenance
Telephone # 512-594-0261
Arthur.carrasco@pfisd.net

City of Georgetown
P.O. Box 409
Georgetown, TX 78627
Contact Person: Trish Long
Facilities Coordinator
Telephone # 512-970-2786
Trish.long@georgetown.org

City of Temple
3210 East Avenue H Building C
Temple, TX 76501
Contact Person: Keith Dixon
Parks and Recreation
Telephone # 254-298-5587
kdixon@templetx.gov

Capital Metro
624 Pleasant Valley
Austin, TX 78702
Contact Person: Jabecca Stockton
Program Manager Public Facilities
Telephone # 512-369-6517
Jabecca.Stockton@capmetro.org

Northwest Blvd Apartments
1623 E. Northwest Blvd
Georgetown, TX 78628
Contact Person: Linda Redden
Apartment Manager
Telephone # 512-863-9873
Northwest@hamiltonvalley.com

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TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) 542-2474
For the hearing impaired: (800) 735-2989 (TDD)
(800) 735-2988 (VOICE)
www.TexasAgriculture.gov

SPCS BUSINESS LICENSE

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

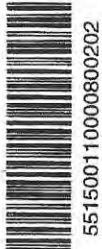
TDA TPCL No. : 0569630

SPCB TPCL : 13484

Expiration Date : 12/31/2022

PESTMASTER SERVICES

108 CLEAR SPRING RD
GEORGETOWN TX 78628



551500110000800202

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES.

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TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL CERTIFIED APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Administrative Code, Title 4, Part 13, Chapter 7, Subchapter H and Chapter 1951 of the Texas Occupations Code.

JOHN NOLES
PESTMASTER SERVICES
108 CLEAR SPRING RD
GEORGETOWN TX 78628

TDA TPCL No: 0569630
License No: 0561293
SPCB TPCL No: 13484
Issue Date: 01/23/2007
Expiration Date: 12/31/2022
Categories:

P,T



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**RFQ 307976
ATTACHMENT 1
SUPPLEMENTAL PURCHASE ORDER TERMS AND CONDITIONS
(SERVICES CONTRACT)**

Note: In addition to the Supplemental PO Terms and Conditions listed herein, a complete listing of Capital Metro's Purchase Order Terms and Conditions may be found at www.capmetro.org/potermis. Firms are responsible for reviewing and adhering to all Capital Metro terms and conditions.

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- (a) "Authority", "Capital Metro", "Cap Metro", "CMTA" means Capital Metropolitan Transportation Authority.
- (b) "Change Order" means a written order to the Contractor signed by the Contracting Officer, issued after execution of the Contract, authorizing a change in the term or scope of the Contract.
- (c) "Purchase Order (PO)" or "Contract" or "Contract Documents" means this written agreement between the parties comprised of all documents referenced in the PO including, Change Orders and/or PO Modifications that may be entered into by the parties.
- (d) "PO" or "Contract Award Date" means the date of the Contract award notice, which may take the form of a purchase order, signed Contract or Notice of Award, issued by the Authority.
- (e) "PO" or "Contract Modification" means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.
- (f) "PO" or "Contract Sum" means the total compensation payable to the Contractor for performing the Services as originally contracted for or as subsequently adjusted by Contract Modification.
- (g) "PO" or "Contract Term" means period of performance set forth in the paragraph entitled "Term" contained in Exhibit E.
- (h) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and finding on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (i) "Contractor" means the entity that has assumed the legal obligation to perform the Services as identified in the Contract.
- (j) "Days" means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.
- (k) "Notice of Award" means formal notice of award of the PO or Contract to the Contractor issued by the Contracting Officer.
- (l) "Notice to Proceed" means written authorization for the PO or Contractor to start the Services.
- (m) "Services" means the services to be performed by the Contractor under this Contract, and includes services performed, workmanship, and supplies furnished or utilized in the performance of the Services.
- (n) "Subcontract" means the Contract between the Contractor and its Subcontractors.
- (o) "Subcontractor" means subcontractors of any tier.

(p) "Works" means any tangible or intangible items or things that have been or will be prepared, created, maintained, serviced, developed, incorporated, provided or obtained by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for or on behalf of the Authority under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, and (vii) all other goods, services or deliverables to be provided to the Authority under the Contract.

1. **FIXED PRICE CONTRACT**

This is a fixed price Contract for the Services specified and stated in the RFQ solicitation document.

2. **TERM**

The period of performance for the work shall be two (2) year from Notice to Proceed. No Services shall be performed prior to the issuance of the purchase order which serves as the Notice to Proceed.

3. **OPTION TO EXTEND CONTRACT TERM**

The Authority shall have the unilateral right and option to extend the Contract for up to three option periods for a twelve (12) month duration each at the option prices set forth in RFQ-307975 – Section 8, Pricing for Services, upon written notice to the Contractor.

4. **OPTION TO EXTEND CONTRACT PERFORMANCE**

The Authority shall have the unilateral right and option to require continued performance of any services within the limits and rates specified in the Contract. This option may be exercised more than once, but the extension of performance hereunder shall not exceed a total of 6 months. The Authority may exercise the option by written notice to the Contractor.

5. **INVOICING AND PAYMENT**

(a) Invoices may be submitted once per month, and marked "original" to the attention of:

Accounts Payable
CMTA
P.O. Box 6308
Austin, Texas 78762-6308,
or electronically to: ap_invoices@capmetro.org

(b) Payment shall be made within the time period allowed by law through the Texas Prompt Payment Act - Texas Government Code 2251.021(b). A prompt payment discount may be taken if offered and determined to be advantageous by the Authority.

(c) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Authority when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50% of the total amount of this contract.

6. **INSURANCE**

(a) Contractor shall furnish proof of Capital Metro-stipulated insurance requirements specified below. All insurance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to the Authority

and shall contain a contract waiver of subrogation in favor of the Authority. Contractor shall furnish to the Authority certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to the Authority showing continued coverage. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Authority and the Authority shall be named as an Additional Insured under each policy, excluding Professional Liability insurance. All insurance policies shall be written by reputable insurance company or companies acceptable to the Authority with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas. Contractor shall notify the Authority in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto. The below requirements only represent the minimum coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk or the maximum liability of Contractor. Contractor shall be responsible for setting its own insurance requirements, if any, for the kind and amounts of insurance to be carried by its subcontractors in excess of the insurance required by the Authority.

The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

(1) Comprehensive General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with an aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:

- (i) Products and Completed Operations Liability
- (ii) Independent contractors
- (iii) Personal Injury Liability extended to claims arising from employees of Contractor and the Authority.
- (iv) Contractual Liability pertaining to the liabilities assumed in the agreement.

(2) Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million Dollars and No/100 Dollars (\$1,000,000) combined single Limit of Liability for Bodily Injury and Property Damage.

(3) Statutory Workers' Compensation Insurance in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars_ and No/100 Dollars (\$1,000,000)

(b) Contractor, and all of its insurers shall, in regard to the above stated insurance, agree to waive all rights of recovery or subrogation against the Authority, its directors, officers, employees, agents, successors and assigns, and the Authority's insurance companies arising out of any claims for injury(ies) or damages resulting from the work performed by or on behalf of Contractor under this contract and/or use of any Authority premises or equipment under this contract.

(c) Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTIBUTORY INSURANCE and WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge all indemnification requirements under the Agreement, which shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the contract work is started.

(d) If any insurance coverage required to be provided by the Contractor is canceled, terminated, or modified so that the required insurance coverages are no longer in full force and effect, the Authority may terminate this contract or obtain insurance coverages equal to the required coverage, the full cost of which will be the responsibility of the Contractor and shall be deducted from any payment due Contractor.

(e) If any part of the contract is sublet, Contractor shall be liable for its Subcontractor's insurance coverages of the types and in the amounts stated above, and shall furnish the Authority with copies of such Certificates of Insurance. No delay in the work caused by the Contractor's enforcement of its Subcontractor's insurance requirements shall be excusable delay in the contract. In the event a subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the subcontractor as an ADDITIONAL INSURED on Contractor's policies.

(f) All insurance required to be maintained or provided by the Contractor shall be with companies and through policies approved by the Authority. The Authority reserves the right to inspect in person, prior to the commencement of the contract work, all of the Contractor's insurance policy required under this contract.

(g) If the Contractor has procured insurance at the time of the Contractor's submission of its bid, proof of the required insurance should be submitted with the Contractor's bid or proposal. Alternatively, the Contractor is requested to submit evidence of a commitment from an insurance company or companies, or a duly licensed agent, that the Contractor has made arrangements for the required insurance. If the bid or proposal is considered for award, and the Contractor has not previously furnished

either the proof of insurance or evidence of commitment, the Contractor will be required to provide proof of the insurance or evidence of a commitment within five (5) days of request. If the Contractor is awarded the bid, and has submitted evidence of commitment rather than proof of the required insurance, the Contractor must furnish proof of the required insurance within five (5) days of the award of the contract. Certificate of Insurance must indicate the contract number and description. The insurance certificate should be mailed to the attention of the Contracting Officer.

(h) The Contractor and its lower tier subcontractors are required to cooperate with the Authority and report all potential claims (workers' compensation, general liability and automobile liability) pertaining to this contract, to the Authority's Risk Management Department at (512) 389-7549 within two (2) days of the incident.

Note: Sole Proprietors or vendors who do not carry the Capital Metro Minimum Coverage Requirements requested herein are encouraged to provide an offer for the solicitation with understanding that if you are the successful contractor, a review of the insurance coverages you carry will be conducted after award.

7. PERSONNEL ASSIGNMENTS

(a) Contractor shall perform the Services in an orderly and workmanlike manner, and shall employ persons skilled and qualified for the performance of the Services assigned to such persons under the contract. The Authority will have the right to review the experience of each candidate, and approve assignments of Contractor's personnel.

(b) Contractor certifies that contractor has established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that contractor conducts criminal history checks on its assigned personnel in accordance with such policy to identify, hire and assign personnel to work on this contract whose criminal backgrounds are appropriate for the work being performed, considering the risk and liability to the contractor and the Authority. The Authority reserves the right to require contractor to disclose any criminal or military criminal convictions of assigned personnel and the right to disapprove the use of assigned personnel with criminal or military convictions.

(c) Contractor shall provide a list of candidates to be used to provide the Services and shall certify that a criminal history background check has been completed within the preceding 6 month period. Criminal background checks shall include the following:

- (1) State Criminal History: Contractor shall research criminal history, including driving records (where applicable), covering all jurisdictions within the state, including local counties and municipalities.
- (2) Out of State Criminal History: Contractor shall research criminal history, including state driving records (where applicable), for all 50 states.
- (3) Military Discharge: For any candidates that have served in the military, contractor shall review the DD Form 214 "Certificate of Release or Discharge from Active Duty" (Long Form).

This contract may include services in the following job categories. For each of the job categories, Contractor shall disclose the type of offense to the Authority according to the timetable below:

Offense Type	Action Required
Crimes Against the Person (other than sex crimes)	
Felony	Submit to Capital Metro for review if less than 10 years from date of release from confinement
Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
Crimes Against the Person - Sex Crimes	
ALL	Submit to Capital Metro for review
Crimes Against Property	
Felony	Submit to Capital Metro for review if less than 10 years from date of release from confinement
Moral Crimes, including, but not limited to: Drug Crimes, Prostitution, Bigamy, Illegal Gambling, Child Pornography	
Felony	Submit to Capital Metro for review if less than 10 years from date of release from confinement

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of conviction
Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of conviction
Driving Offenses	
Class A or B Misdemeanor DWI/DUI or other "serious driving offense"	Disqualified if less than 7 years from date of conviction or deferred adjudication. Submit to Capital Metro for review if between 7-10 years since conviction or deferred adjudication or more than 2 convictions in a lifetime
Class C Misdemeanor Moving Violations	Disqualified from driving if more than 2 moving violations in the past 5 years (Any more than one driving safety course taken for a moving violation that appears on a five (5) year record will be treated as a moving violation and will count against the employee)

Contractor may not assign an employee to provide Services if the employee has any conviction in the applicable job categories listed above, unless an exception is granted by the Authority in accordance with subsection (d).

(d) Contractor may request the Authority perform an individual assessment of a candidate with a criminal conviction meeting one of the above categories. In conducting an individual assessment, the Authority’s review will include, but not be limited to, the following factors:

- (1) The nature and gravity of the offense or conduct
- (2) The degree of harm caused by the offense or conduct
- (3) The time that has elapsed since the conviction or completion of probation or jail time
- (4) The nature of the job sought, including the job duties, environment and level of supervision
- (5) Any incorrect criminal history
- (6) Wrongful identification of the person
- (7) The facts and circumstances surrounding the offense or conduct
- (8) The number of offenses for which the candidate was convicted
- (9) The subsequent conviction for another relevant offense
- (10) The age of the person at the time of conviction or completion of probation or jail time
- (11) Evidence that the person performed the same type of work, post-conviction, with the same or different employer, with no known incidents of criminal conduct
- (12) The length and consistency of employment history before and after the conviction in a similar field as the current position sought
- (13) Rehabilitation efforts, e.g., education, treatment, training
- (14) Employment or character references and any other information regarding fitness for the particular position
- (15) Whether the person is bonded or licensed under any federal, state or local program or any licensing authority
- (16) The person’s statement of the circumstances surrounding the offense and conviction and relevant factors is consistent with publicly available record related to the crime and conviction, and
- (17) Any other factors deemed relevant in the consideration of a particular assessment.

At the time a request is made for an individual assessment, contractor must include the following documentation:

- the candidate’s application/resume;
- a copy of the criminal conviction history, including those tried in a military tribunal;
- available court information related to the conviction;

- any publicly available information related to the offense and conviction;
- a statement from the candidate addressing any/all factors set forth above and explaining why the person is qualified for the assignment notwithstanding the conviction; and
- a statement from the candidate explaining why the person is an acceptable risk for the work to be performed by the candidate.

The Authority will provide a written decision to Contractor within five (5) working days of receipt of all required documentation from Contractor.

(e) Contractor will periodically conduct new criminal history background checks on all assigned personnel to ensure the preceding criterion are still met by the assigned personnel and notify the Authority if an employee has a subsequent conviction (or change in driving record, as applicable) that requires further review by the Authority using the criterion set forth above. The Authority reserves the right to request that the assigned individual be removed from performing work under this contract.