



**REQUEST FOR PROPOSALS  
For  
OCCUPATIONAL MEDICAL SERVICES**

**RFP NO.: 2018-S-02**

**Date Issued: January 25, 2018**

**Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 602 N. Staples, Corpus Christi, Texas 78401 until 3:00 p.m. (CST) Thursday, March 1, 2018 for Occupational Medical Services.** This is a firm-price three (3) year service contract with two (2) one-year option. Proposals will be valid for one hundred twenty (120) calendar days from the proposal due date.

**PROPOSERS are encouraged to attend a pre-proposal conference scheduled for 3:00 p.m. (CST), Thursday, February 8, 2018 at 602 N. Staples, Corpus Christi, Texas 78401.** The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions PROPOSERS may have concerning this procurement.

If you are unable to attend the pre-proposal conference but would like to remotely participate via GoToMeeting, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 12:00 PM (CST) Thursday, February 8, 2018.

Requests for Information/Approved Equals will be due by 3:00 PM, Thursday, February 15, 2018, with a response by Thursday, February 22, 2018.

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

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

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

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

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

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

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

## **INSTRUCTIONS TO PROPOSERS**

### **1. GENERAL.**

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

### **2. EXPLANATIONS.**

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

### **3. SPECIFICATIONS.**

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

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

### **4. INFORMATION REQUIRED.**

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

4.2. All prices shall be entered on the Price Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Price Schedule, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.

4.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered.

The cover letter must bear the signature of a person duly authorized to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.

- 4.4. The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 4.5. Information submitted in response to this RFP will not be released by the CCRTA during the proposal evaluation process or prior to contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

## 5. **SUBMISSION OF PROPOSALS.**

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

**Corpus Christi Regional Transportation Authority  
Staples Street Center  
ATTN: Procurement Department  
602 N. Staples Street  
Corpus Christi, Texas 78401  
Proposal For: RFP No. 2018-S-02 Occupational Medical Services  
Proposal Due Date: **Thursday, March 1, 2018 by 3:00 PM****

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

### 5.3. **Schedule**

Proposals shall be governed by the following schedule:

- **Tuesday, January 25, 2018 - RFP Issued**  
Proposal documents are available at the CCRTA Website: [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **Thursday, February 8, 2018 - Pre-Proposal Conference** at 3:00 pm (CST) at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.

- **Thursday, February 15, 2018 - Request for Information Due**  
Written Requests for Information (Appendix G) are due by 3:00 PM (CST). Please submit **one** form for **each** Request for Information/Approved Equals. Request for Information/Approved Equals must be emailed to [procurement@ccrta.org](mailto:procurement@ccrta.org), hand-delivered, or received via mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **Thursday, February 22, 2018 – CCRTA’s Response to Request for Information Due**  
Responses will be posted as an addendum to the CCRTA’s website at [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **Thursday, March 1, 2018 - Proposals Due**  
Written proposals are due no later than 3:00 PM (CST). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to deadline.
- **Best and Final Offer – TBD**  
CCRTA will evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms.
- **Tentative Contract Award – May 3, 2018**  
CCRTA Board of Directors will meet to award a contract to the successful Proposer.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS.

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

7. OPENING PROPOSALS.

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

8. EVALUATION FACTORS.

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

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

9. ELIGIBILITY FOR AWARD.

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

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

9.3. Responsible proposers at a minimum must:

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

9.3.2 Have a satisfactory record of past performance;

9.3.3. Have necessary management and technical capability to perform;

9.3.4. Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;

9.3.5 Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and

9.3.6 Certify that it is not on the U.S. Comptroller General’s list of ineligible contractors – signing and submitting the proposal is so certifying. (NOTE: This requirement is only applicable to federally-funded contracts.)

9.4. A proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information shall result in the proposer being declared not responsible, and the proposal shall be rejected.

10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

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

11. ACCEPTANCE.

Acceptance of a proposer's offer in some instances will be in the form of purchase orders issued by the CCRTA. Otherwise, acceptance of a proposer's offer will be by acceptance letters issued by the CCRTA. Subsequent purchase orders and release orders may be issued as appropriate. Unless the proposer specifies otherwise in the proposal, the CCRTA may award the contract for any item or group of items shown on the Request for Proposals.

12. PROTESTS.

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

13. EQUAL OPPORTUNITY.

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

14. SINGLE PROPOSAL.

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

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

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



## **SPECIAL INSTRUCTIONS**

### **1.0 GENERAL**

#### **1.1 Introduction**

The Corpus Christi Regional Transportation Authority, herein referred to as the "CCRTA", is seeking proposals from firms qualified and experienced in Occupational Medical Services. This is a firm-price three (3) year service contract with two (2) one-year option.

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

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

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

All proposals must be submitted before the deadline in the solicitation and addressed with the information as noted in the "Instructions to Proposers" section 3. The proposal contents shall include the following:

#### **1.2 Proposal Contents and Format**

The contents of the proposal shall include the following:

##### **1.2.1 Cover Letter**

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

##### **1.2.2 Approach and Work Plan**

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

### 1.2.3 Qualifications and References

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

### 1.2.4 Experience

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

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

### 1.2.5 Certification Forms (Appendix B through F)

### 1.2.6 Price Schedule (Sealed Separately)

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

## 2.0 EVALUATION CRITERIA

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

Approach and Work Plan	40 pts
Qualifications and References	15 pts
Experience	15 pts
Price	30 pts
Total	100 pts

**2.2** The CCRTA will first evaluate the proposals on all factors other than cost. After a preliminary evaluation, the price schedule will be opened and included in the evaluation process. Evaluation points for cost will be assigned based on a lowest cost (most points) to highest cost (least points) ranking of proposed cost packages. The maximum points available for cost are 30 points. The CCRTA may select a proposer for the project after this review if the CCRTA feels it is in the CCRTA's best interest. The CCRTA may also evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms. Otherwise, a short-list of interviewees will be established based upon the overall results. After completion of the interviews the evaluation of the proposals will be reviewed and modified as necessary.

### **3.0 PROPOSAL SUBMISSION REQUIREMENTS**

#### **3.1 Submission requirements**

##### **3.1.1 Proposal Availability**

RFP copies may be obtained online at [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).

##### **3.1.2 Proposal Submission**

**3.1.2.1** Proposals may be hand delivered or mailed to:

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

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

##### **3.1.3 Late Submittal**

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

#### **3.2 Proposal Qualification**

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

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

**3.2.3 Proposal Preparation**

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

**3.2.4 Proposal Withdrawal**

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

**3.3 Release of Information**

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

## SCOPE OF WORK

### 1.0 DESCRIPTION

The CCRTA is seeking proposals from a qualified provider for a three (3) year service contract with two (2) one-year option for Occupational Medical Services. The CCRTA is a public agency, which provides public transportation to individuals within its service area. The agency employs approximately 250 employees. These may be categorized as follows:

Bus Operators/Transportation: 146  
Maintenance (Vehicle/Facilities) 61  
Administrative: 43

The agency is subject to the Federal Transit Administration Drug and Alcohol Regulations CFR 49 Part 655 and CFR 49 Part 40. In addition the CCRTA has an internal Drug and alcohol policy, which requires compliance by all employees.

Occupational medical services are required which meet requirements of the Federal Transportation Administration Drug and Alcohol regulations the Americans with Disabilities Act (ADA), Worker's Compensation Laws, related State Laws, and related CCRTA Policies. Facilities used in performing these services are required to meet public accessibility requirements of the ADA and to meet standards established within CFR 49 Part 40 for collection sites.

In reference to ADA accommodations, the CCRTA may not rely ONLY on its designated physician's opinion but on the BEST AVAILABLE OBJECTIVE EVIDENCE. This may include the experience of the individual with a disability in previous similar jobs, occupations or non-work activities. The opinions of other doctors with expertise on the particular disability, and the advice of rehabilitation counselors, occupational or physical therapists, and others with direct knowledge of the disability and/or the individual concern, or organizations with expertise in adaptations for specific disabilities.

The CCRTA retains the sole responsibility for making employment decisions or deciding whether or not it is possible and in the best interest of the CCRTA to make a reasonable accommodation for a person with a disability.

### 2.0 OCCUPATIONAL MEDICAL SERVICES REQUIRED

**2.1** To provide employees who are injured on the job with **prompt**, competent and necessary medical care by a well-qualified Physician. These services must be conducted timely in a clean facility, staffed with competent professionals, have adequate supplies, equipment and support services required to provide quality emergency medical attention.

**2.2** Care which is conducive to prompt recovery by employees from occupational injuries or illnesses and which results in their timely return to work by providing medical assessments and recommendations to the Human Resources Department. The Physician's role is limited to conducting medical examinations, as required, which are job-related and based on job descriptions. It is the Physician's responsibility to advise the CCRTA about each individual's

functional abilities and limitations in relation to that required in performing the essential functions of the job the employee was hired to do.

**2.3** The scope of all required medical examinations performed on CCRTA employees MUST be job related and consistent with business necessity and approved by the CCRTA. Job related return-to-work medical examinations might be used:

- 2.3.1 Provide a copy of documentation of attending physician's status as a licensed physician who is knowledgeable of occupational medicine through training and experience and/or who is Board Certified in Occupational Medicine.
- 2.3.2 Provide a copy of the Medical Review Officer's certification and confirmation of continuing education requirements of the physician being proposed as the Medical Review Officer.
- 2.3.3 Provide a copy of documentation of any training programs attended by relevant staff to acquire knowledge on the Americans with Disabilities Act and State Worker's Compensation Laws, and Department of Transportation Federal Transportation Administration Drug and Alcohol Regulations within the past 24 months.
- 2.3.4 Provide a copy of documentation of certification that the facility complies with the public accessibility requirements of the Americans with Disabilities Act.
- 2.3.5 Provide the name(s) of the Occupational Health Facility(s) proposed to be used to provide the service required by this RFP and the location(s) of each facility to be accessible to the RTA.
- 2.3.6 Provide the hours of operation for each facility proposed to be used to provide the services required within this RFP.
- 2.3.7 Provide a written plan which states regular work hours and provisions for responding to the needs of the RTA, for treatment of injuries and administration of drug/alcohol screens in compliance with CFR 49 Part 40 during, before and after normal office hours on weekdays, or at to any time on weekends and holidays.
- 2.3.8 Provide a list of references of three clients, of which at least one must comply with FTA Drug and Alcohol regulations, under contract for your services for the past 12 months. For each client, include the name of a contact person, name of organization, and telephone number.
- 2.3.9 Provide the name of a client who terminated their contract with your facility within the last 12 months. Such client should have had a minimum of 50 employees. Include the name of a contact person and telephone number.
- 2.3.10 Provide physicians resume(s) of experience which includes a description of the experience in providing occupational health services and/or serving as medical

review officer in court hearings.

- 2.3.11 Provide names and professional titles of staff to be used in each facility, which will provide services under this RFP. Include experience and qualifications in occupational health.
- 2.3.12 Provide a copy of malpractice insurance coverage currently carried and a commitment at a minimum, procure and maintain such insurance coverage.
- 2.3.13 Provide a statement of affiliation (including interest in) with hospital(s), practicing physicians, labs, associated radiologists, and physical therapy centers.
- 2.3.14 Provide the average wait time for treatment of minor injuries during the past 12-month period.
- 2.3.15 State probability of patients seeing the same physician on follow-up visits. Explain your scheduling.
- 2.3.16 State current patient load, specify occupational and private. Include average number of patients seen for occupational related purposes per month for the last 12-month period.
- 2.3.17 State availability and provider of the following specific services. Also, specify how you anticipate delivering each of these services:
  - i. Physical Therapy
  - ii. X-Rays
  - iii. Eye Injury Treatment
  - iv. Eye Vision Exams
  - v. Hearing Testing
  - vi. Specialized Services (e.g. Orthopedic)
  - vii. Medications and Appliances
  - viii. Tests and Procedures
  - ix. Post-employment functional assessment for bus operator position, mechanic positions and garage service personnel positions
  - x. After hours drug and alcohol screens
  - xi. On site drug and alcohol screens
- 2.3.18 Provide written confirmation of your acceptance of all RFP requirements and all incorporated attachments.
- 2.3.19 State the length of time the proposed treating physicians have been associated with your facility.
- 2.3.20 State the length of time the Breath Alcohol Technician's (BAT'S) have been associated with your facility and include certifications for individuals.
- 2.3.21 Provide verification that the alcohol-screening device used for assessment is an

approved device.

- 2.3.22 State the expected turnaround notification period for drug screens.
- 2.3.23 Provide verification that procedures used within the proposed collecting site are in compliance with Department of Transportation (DOT) federal regulations.
- 2.3.24 Provide certification for proposed Medicinal Review Officer (MRO) and Substance Abuse Professional (if applicable).
- 2.3.25 Provide copies of certification and continuing education for individuals certified as BATS.
- 2.3.26 The Contractor shall not commence work under this contract until the firm has obtained all insurance required herein and such insurance has been approved by the CCRTA. Nor shall the contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained. The contractor shall furnish two (2) copies of certificates, with the CCRTA named as an additional insured.
- 2.3.27 In the event of accidents of any kind, the contractor shall furnish the CCRTA with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

### **3.0 APPLICANTS**

- 3.1 Applicants for jobs who have been made an initial offer of employment with the CCRTA contingent upon the passing of a physical examination AND/OR DRUG & ALCOHOL SCREEN will be scheduled by the Human Resources Department and sent to the Physician's Office.
- 3.2 Appointments for physical examinations for applicants will be scheduled with the Physician's staff by Human Resources Department staff.
- 3.3 Notice of all medical determinations on applicant physical examinations shall be sent to the Human Resources Department. The Physician shall complete the Physician's Medical Evaluation Form. This form must include thorough comments on the individual's functional abilities and limitations as related to performing the essential functions of the specific job offered to that Applicant. If appropriate, the Physician will include information on possible accommodations which would enable the individual to overcome these functional abilities and limitations in performing the essential functions of the specific position offered.
- 3.4 If it is the Physician's determination that the applicant cannot perform one or more essential functions of the specific job offered without posing a significant CURRENT risk or high probability of substantial harm as a direct threat to the safety of him/herself and/or others as based on the most current medical knowledge and/or the best



available OBJECTIVE evidence about this individual, such determination must be clearly documented on the Physician's Medical Evaluation Form.

- 3.5 The strict confidentiality of medical records must be maintained by the physician and his/her staff. Dissemination of information from the employee's CCRTA medical records is prohibited without the expressed, written consent of the employee. Access to official CCRTA medical records is limited to: The Physician's Office, Designated Human Resources Staff, CCRTA's Attorney and CCRTA's current or past Workers' Compensation Administrator/carrier.
- 3.6 Applicants who have received an initial offer of employment for a position with the Authority will be required to complete a "Medical History Form" as developed by the Physician with approval of the Director of Human Resources. Based upon the information on this form and at the discretion of the Physician, additional job-related "routine" tests may be performed which can be done in the Physician's Office. This includes, when appropriate, a baseline functional assessment

#### **4.0 EMPLOYEE WORK RELATED JOB INJURIES AND ILLNESSES**

##### **4.1 Injury or Illness during Regular Office Hours**

Based on the severity of injuries received by a CCRTA employee, the employee may be transported to the CCRTA's Physician's Office or to a designated Hospital's Emergency Room.

For minor injuries occurring during the Physician's regular office hours, the supervisor will bring the employee to the Physician's Office and provide a "Patient Aid Form."

After receiving medical care, the Physician will provide the employee with a "Disposition Form" after each visit. The employee is to return his copy of this Form to the Human Resources Department.

##### **4.2 Employee Injuries or Illness Occurring After Regular Office Hours**

Whenever possible, the Physician's answering service will be called immediately to notify of the injury so that the service can relay the information to the Physician to meet the employee at the designated Emergency Room;

- 4.2.1 The injured employee should proceed or be driven to the Hospital Emergency Room where he/she will be examined and treated;

4.2.2 The Physician will complete a "Disposition Form" and give a copy to the employee who will then provide it to the Human Resources department,

## **5.0 PHYSICAL EXAMINATIONS OF EMPLOYEES**

- 5.1 CCRTA Employees may receive a full physical examination. Medical information obtained from such examinations which is used in reaching a decision to withdraw a job offer **MUST** be related to the essential functions of the job and be required by business necessity as documented on a detailed job description provided to the Physician by the Human Resource Department.
- 5.2 Tests which are not considered "routine", which must be performed elsewhere, or which have a fee attached which exceeds \$100 will require prior approval of the Director of Human Resources.

## **6.0 Basic Physical Examination**

- 6.1 The basic physical examination for Safety Sensitive employees will include the areas noted on the DOT Physical Examination Form. In addition individuals may receive a blood screen on an optional basis.

## **STANDARD SERVICE TERMS AND CONDITIONS**

### 1. **SERVICE STANDARDS.**

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

### 2. **INVOICES AND PAYMENTS.**

Contractor shall submit separate invoices, in duplicate, on a monthly basis or as otherwise specified in the contract documents to CCRTA, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401. Invoices shall indicate the contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is actually performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked “overdue.” The CCRTA reserves the right to review all of Contractor’s invoices after payment and recover any overcharges resulting from such review.

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

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

### 4. **ESTIMATED QUANTITIES.**

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

### 5. **LIABILITY INSURANCE COVERAGE.**

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

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

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

Each of such insurance policies shall be issued by insurance companies licensed to do business in the State of Texas and rated A- or better by the A. M. Best insurance rating guide.

Each such policy shall name the CCRTA as an additional insured, and a certificate of insurance evidencing such coverage's shall be furnished to the CCRTA prior to the commencement of work and maintained throughout the term of the Contract. Such insurance policies shall not be cancelled, materially changed, or not renewed, without thirty (30) days' prior written notice to the CCRTA, and the certificate of such insurance coverage shall reflect the foregoing cancellation provision. Copies of the insurance policies shall be promptly furnished to the CCRTA upon its written request after award of contract.

## 6. WORKERS' COMPENSATION.

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

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

6.1. The following definitions shall apply:

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

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

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide

services on the project. "Services" includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. INDEMNIFICATION.

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

8. INDEPENDENT CONTRACTOR.

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

9. ASSIGNMENT.

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

10. AMENDMENTS.

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

11. TERMINATION.

The CCRTA shall have the right to terminate for default all or any part of its Contract if Contractor breaches any of the terms hereof or if Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CCRTA may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. The CCRTA additionally has the right to terminate this Contract without cause by delivery to Contractor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12. ADVERTISING.

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

13. GRATUITIES.

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

14. EQUAL OPPORTUNITY.

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

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

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

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

15. ENFORCEABILITY.

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

16. NOTICES.

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

17. INTERPRETATION.

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



18. LIQUIDATED DAMAGES

For this RFP, liquidated damages have been included as part of the Scope of Work. Said damages are not imposed as a penalty but as an estimate of the damages that the CCRTA will sustain from delays or poorly performed work. These damages by their nature are not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due the CONTRACTOR.

# CERTIFICATION FORMS

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

**Do NOT Alter Any Forms.**

Doing so will deem your proposal as non-responsive.

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

## Reminders:

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

**APPENDIX A  
PRICE SCHEDULE  
SEAL THIS SCHEDULE IN A SEPARATE ENVELOPE**

RFP No.: 2018-S-01

FIRM: \_\_\_\_\_

**INSTRUCTIONS:**

- (1) Refer to "Special Instructions" before completing Price Schedule and quote your best price.
- (2) Submit one (1) signed original Price Schedule sealed in a separately sealed envelope from your proposal to the CCRTA at 602 N. Staples, Corpus Christi, Texas 78401.
- (3) If all or part of the items listed are included in one "overall" fee per employee or test, note "N/C" in the right-hand column where it applies.

**BASE PROPOSAL (FIRST THREE YEARS)**

Description	Fees
Physical Examination: Pre-Placement (fee per exam)	
Physical Examination: Periodic (fee per exam)	
Injuries: New (fee per visit)	
Injuries: Follow-up Visits (Includes follow-up of patients referred to specialists and those seen by RTA Physician) (fee per visit)	
Referrals: To physician specialists (fee per referral)	
Referrals: To orthopedic surgeons (fee per referral)	
Referrals: Others (fee per referral)	
Referrals: For diagnostic tests (fee per referral)	
Referrals: Functional Assessments	
Visits after return from non-occupational leave (fee per visit)	
Misc. visits: Includes evaluations requested by supervisors/dept. heads (blood pressure, blood sugar checks, fit for duty etc.) (fee per visit)	
Tests and Procedures fee per screen/procedure	
X-rays	

Description	Fees
EKG's	
Pulmonary function	
Diabetes screen (urine)	
Hearing	
Vision (including color blindness)	
Blood SMAC	
Lipid Profile	
Other fees: (note test, visit, or referral and corresponding fee. Please specify on an attachment to price schedule)	
Deposition fee per hour (state minimum number of hours, or 1 hour if no minimum)	\$ _____ / _____ hrs.
Drug Screens (5 panel – DOT)	
Drug Screens (8 panel)	
Alcohol Screens (DOT)	
Narratives (DOT)	
Flu Immunizations	
TB Screen	
PSAT Cancer Screen	
Employee Drug Education (per hour)	
After Hours Care	
Onsite Collections	
MRO Fee	

**FIRST OPTION YEAR**

<b>Description</b>	<b>Fees</b>
Physical Examination: Pre-Placement (fee per exam)	
Physical Examination: Periodic (fee per exam)	
Injuries: New (fee per visit)	
Injuries: Follow-up Visits (Includes follow-up of patients referred to specialists and those seen by RTA Physician) (fee per visit)	
Referrals: To physician specialists (fee per referral)	
Referrals: To orthopedic surgeons (fee per referral)	
Referrals: Others (fee per referral)	
Referrals: For diagnostic tests (fee per referral)	
Referrals: Functional Assessments	
Visits after return from non-occupational leave (fee per visit)	
Misc. visits: Includes evaluations requested by supervisors/dept. heads (blood pressure, blood sugar checks, fit for duty etc.) (fee per visit)	
Tests and Procedures (most are included as a part of a patient visit) (fee per visit)	
X-rays	
EKG's	
Pulmonary function	
Diabetes screen (urine)	
Hearing	
Vision (including color blindness)	
Blood SMAC	

Description	Fees
Lipid Profile	
Other fees: (note test, visit, or referral and corresponding fee. Please specify on an attachment to price schedule)	
Deposition fee per hour (state minimum number of hours, or 1 hour if no minimum)	\$ _____ / _____ hrs.
Drug Screens (5 panel – DOT)	
Drug Screens (8 panel)	
Alcohol Screens (DOT)	
Narratives (DOT)	
Flu Immunizations	
TB Screen	
PSAT Cancer Screen	
Employee Drug Education (per hour)	
After Hours Care	
On site Collections	
MRO Fee	

## SECOND OPTION YEAR

Description	Fees
Physical Examination: Pre-Placement (fee per exam)	
Physical Examination: Periodic (fee per exam)	
Injuries: New (fee per visit)	
Injuries: Follow-up Visits (Includes follow-up of patients referred to specialists and those seen by RTA Physician) (fee per visit)	
Referrals: To physician specialists (fee per referral)	
Referrals: To orthopedic surgeons (fee per referral)	
Referrals: Others (fee per referral)	
Referrals: For diagnostic tests (fee per referral)	
Referrals: Functional Assessments	
Visits after return from non-occupational leave (fee per visit)	
Misc. visits: Includes evaluations requested by supervisors/dept. heads (blood pressure, blood sugar checks, fit for duty etc.) (fee per visit)	
Tests and Procedures (most are included as a part of a patient visit (fee per visit)	
X-rays	
EKG's	
Pulmonary function	
Diabetes screens (urine)	
Hearing	
Vision (including color blindness)	
Blood SMAC	
Lipid Profile	

Description	Fees
Other fees: (note test, visit, or referral and corresponding fee. Please specify on an attachment to price schedule)	
Deposition fee per hour (state minimum number of hours, or 1 hour if no minimum)	\$ _____ / _____ hrs.
Drug Screens (5 panel – DOT)	
Drug Screens (8 panel)	
Alcohol Screens (DOT)	
Narratives (DOT)	
Flu Immunizations	
TB Screen	
PSAT Cancer Screen	
Employee Drug Education (per hour)	
After Hours Care	
Onsite Collections	
MRO Fee	

In submitting this proposal, the undersigned certifies as follows:

- (1) **Bid Validity Certification:** The undersigned offers and agrees, if this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** The undersigned FIRM hereby certifies that it has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Proposals with any other FIRM or with any other competitor,
- (3) **DBE Certification:** The undersigned FIRM hereby assures that its firm is in compliance with the Regional Transportation Authority's DBE Program and has a goal of four percent (4%) of the dollar value of this project for Disadvantaged Business,
- (4) **Non-Conflict Certification:** The undersigned FIRM hereby represents and warrants that no employee, official, or member of the Regional Transportation Authority's Board of Directors is



or will be pecuniarily benefited directly or indirectly in this Contract,

- (5) **Non-Inducement Certification:** The undersigned FIRM hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
  
- (6) **Non-Debarment Certification:** The undersigned FIRM certifies that it is not included on the U. S. Comptroller General’s Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX B**  
**CERTIFICATION FORM**

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPENDIX C**  
**CERTIFICATION AND STATEMENT OF QUALIFICATIONS**

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

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

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

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

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_  
Street, City, State and Zip

Telephone: Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Firm Owner: \_\_\_\_\_ Firm CEO: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Number of years in contracting business under present name: \_\_\_\_\_

Type of work performed by your company: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a Contract? \_\_\_\_\_

Taxpayer ID#: \_\_\_\_\_ Date Organized: \_\_\_\_\_

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

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

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

**ADDENDA ACKNOWLEDGMENT**

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

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



NAME

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE**

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

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

Title: \_\_\_\_\_  
(Type or Print)

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

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

## APPENDIX E



CORPUS CHRISTI REGIONAL  
TRANSPORTATION AUTHORITY

### CORPUS CHRISTI REGIONAL TRANSPORTATION AUTHORITY BOARD APPROVED

### ACCESSIBILITY POLICY

#### POLICY STATEMENT

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

#### APPLICABILITY

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

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

## **IMPLEMENTATION**

Effective implementation of the Accessibility Policy statement begins with the establishment of a Universal Access Team. Each CCRTA department will designate sufficient and appropriate team members to serve and meet monthly to ensure compliance with the policy. This team will help develop guiding principles in conjunction with the CCRTA Regional Committee on Accessible Transportation (RCAT). Meeting of the Universal Access Team will be coordinated through the designated CCRTA ADA Coordinator and report current activities and initiatives to the Chief Executive Officer (CEO).

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

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

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

## **POLICY REVIEW**

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

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

Adopted July 6, 2011

Signed by: \_\_\_\_\_

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

Position: \_\_\_\_\_

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



## APPENDIX F

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

1. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
2. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
3. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
4. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
5. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_

6. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_

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

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**APPENDIX G**

**REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST**

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

Page: \_\_\_\_\_

VENDOR: \_\_\_\_\_

PROJECT: RFP No. 2018-S-02

PAGE: \_\_\_\_\_ PARAGRAPH: \_\_\_\_\_ SUBJECT: \_\_\_\_\_

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*  
FOR CCRTA USE

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Clarification: \_\_\_\_\_

Response:

\_\_\_\_\_  
Chief Executive Officer/Designee

## APPENDIX H

### PROPOSAL SUBMISSION CHECKLIST

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

Proposal Documents Required	Check
Proposals MUST BE submitted in the following format:	
1. Cover Letter	
2. Qualifications and References	
3. Experience	
4. Certification Forms	
Proposals MUST include the following:	
One Original Proposal	
Five hard copies of Proposal	
One Electronic copy on a USB Flash Drive	
<b>Price Schedule (Appendix A) – 1 original sealed in a separate envelope</b>	
NO OTHER COPIES ARE TO BE SUBMITTED. DO NOT INCLUDE A COPY ENCLOSED WITH YOUR PROPOSAL.	
- Price Schedule (Appendix A) Proposer must:	
1. List the Proposer's Name	
2. Complete the Price Schedule – Three Year – Base Bid	
3. Complete the Price Schedule – One (1) Two-Year Option	
4. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)	
<b>Certification Form (Appendix B) – Sign, Print, Date and list Title</b>	
<b>Certification and Statement of Qualifications (Appendix C)</b>	
- Certification and Statement of Qualifications (Appendix C) Proposer must:	
1. Sign	
2. Print Name	
3. Title and Date	
4. Firm Name	
5. Business address: Street, City, State and Zip	
6. Office and fax telephone numbers	
7. Email address	
8. Firm owner and Firm CEO	
9. Taxpayer Identification Number	

10. Number of year in contracting business under present name	
11. Type of work performed by your company	
12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type.	
18. Addenda Acknowledgement – write in each addendum issued ( <i>i.e.</i> Addendum No. 1, 2, and 3)	
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov	
<b>Disclosure of Interest Certification (Appendix D)</b>	
- Disclosure of Interest Certification (Appendix D) the Proposer must:	
1. Firm Name	
2. Street, City, Zip	
3. Identify your Firm by circling one of 1-4 or provide other in 5	
4. If there is a conflict of interest in the Disclosure Questions, then provide the name of the individual, job title and department or board, commission or committee.	
5. If there is not conflict then move to the Certificate section and Print, list Title, Sign and Date	
<b>Accessibility Policy (Appendix E) – Sign, List Company, Position, and Date</b>	
<b>References (Appendix F)</b>	
- References (Appendix F) the Proposer must:	
1. List 3 similar projects which he/she has completed within the last five years that satisfactorily met the client's specifications	
2. List three that did not satisfactorily meet the client's specifications	
3. Provide a list of contracts that the firm currently has in process.	
<b>Request for Information Form (Appendix G) – include any RFIs in which your firm submitted.</b>	
<b>Proposal Submission Checklist (Appendix H)</b>	