



**REQUEST FOR PROPOSALS
For
FINANCIAL AUDITING SERVICES**

RFP NO.: 2018-S-13

Date Issued: December 7, 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) January 30, 2019 for Financial Auditing Services. This is three (3) year service contract with one (1) two-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), Wednesday, December 19, 2018 in the CCRTA Board Room on the second floor of the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions PROPOSERS may have concerning this procurement.

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.

Requests for Information/Approved Equals will be due by 3:00 PM, Monday, January 7, 2019, with a response by Monday, January 14, 2019.

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/. Further information may be obtained from Annie Hinojosa, Director of Procurement, or Sherrié Clay, Procurement Administrator 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,
- Proposed Fee Schedule (Appendix A),
- 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/Exceptions/Approved Equals Requests (Appendix G), and
- Proposal Submission Checklist (Appendix H).

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,**
- Proposed Fee Schedule (Appendix A) – **One (1) signed hard copy sealed separately,**
- Certification Form (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interests Certification (Appendix D),
- Accessibility Policy (Appendix E), and
- References (Appendix F).

The following documents must be submitted prior to award if not submitted with Proposer's proposal:

- Copy of current license
- Statement of no outstanding or pending complaints as determined through the Better Business Bureau or any other regulatory agencies
- Copy of Insurance Certifications both Commercial Liability and Errors and Omissions

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 Proposed Fee 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 Proposed Fee Schedule in ink or be typewritten. Totals shall be entered in the "Total Price" column of the Proposed Fee 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-13 Financial Auditing Services
Proposal Due Date: Wednesday, January 30, 2019 by 3:00 PM**

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

- 5.2. **The Proposed Fee Schedule must be signed and submitted in a separately sealed envelope along with the proposal as well as one electronic copy on a USB Flash Drive in Microsoft Excel format.** 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:

- **December 7, 2018 - RFP Issued**
Proposal documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.

- **December 19, 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. 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.
- **January 7, 2019 - Request for Information Due**
Written Requests for Information (Appendix H) 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, 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.
- **January 14, 2019 – 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/.
- **January 30, 2019 - 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 – March 14, 2019**
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 contracts based upon the criteria set forth in the Request for Proposals. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by the CCRTA shall be based upon the actual quantities supplied.
- 8.2. Pre-award inspection of the proposer's facility may be made prior to the award of the Contract. Proposals will be considered only from firms that are regularly engaged and licensed in the business of providing the goods and/or services described in the Request for Proposals for a reasonable period 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.

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 board approval of an award. The protest shall state the name and address of the protestor, refer to the project number and description of the Request for Proposals, and contain a statement of the grounds for protest and any supporting documentation. For federally-assisted contracts, certain additional protest procedures apply and may be found in the Supplemental Conditions contained within the Request for Proposals.

13. 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 INFORMATION

The Corpus Christi Regional Transportation Authority (CCRTA) is soliciting proposal from qualified firms of certified public accountants to provide annual independent auditing services in accordance with Section 451.451 of the Texas Transportation Code to the CCRTA for a term of three years with one (1) two–year option.

It is the intent of the CCRTA to contract for the auditing services presented herein for a term of three (3) years and reserves the right to extend the term of this contract for one (1) additional two-year term. The contract may be canceled if the CCRTA determines the auditing services to be unsatisfactory.

The auditing services include performing procedures to obtain audit evidence about the reliability of the financial affairs of the CCRTA and the disclosures, assistance in the preparation of the annual Comprehensive Annual Financial Report (CAFR) in addition to the Single Audit of federal assistance programs, and the audits of the Employees Defined Benefit Plan and Trust annual financial statements. The CCRTA reserves the right to award the auditing services of the Employees Defined Benefit Plan separately from the CCRTA's financial and Single Auditing services and therefore is providing two separate price schedules.

In addition, the CCRTA expressly reserves the right to reject or cancel any or all proposals, waive any defect, irregularity or informality in any proposal procedure, waive as an informality, extend the opening time and date, reissue the solicitation, consider and accept an alternative proposal as provided herein when most advantageous to the CCRTA, and procure any item or services by other means.

The public accounting firm, whose principal officers are independent certified public accountants, are to be certified or licensed by the Texas State Board of Public Accountancy to provide auditing services to the CCRTA for a base three-year period beginning with the year ending December 31, 2018 as required by Section 451.451 of the Texas Transportation Code.

These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in Government Auditing Standards and the U.S. Office of Management and Budget (OMB) Circular A-1-33.

There is no expressed or implied obligation for the CCRTA to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP. Materials submitted by respondents are subject to public inspection under Texas Government Code, Chapter 552. Additionally, the CCRTA reserves the right to reject any or all proposals submitted.

The CCRTA reserves the right to retain all proposal submitted and to pursue any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the CCRTA and the firm selected.

2.0 Background Information

The CCRTA was established by referendum on August 10, 1985, as a political subdivision of the State of Texas, to develop, maintain, and operate a public mass transportation system, principally within Nueces County, Texas and certain neighboring communities. The CCRTA commenced operations on January 1, 1986. The CCRTA is located in Corpus Christi, Texas on the coast of the Gulf of Mexico. The CCRTA is a regional provider of mass transportation services primarily within Nueces County and also part of San Patricio County. Nueces County includes the cities of Agua Dulce, Bishop, Corpus Christi, Driscoll, Port Aransas, Robstown, and unincorporated areas. San Patricio County coverage includes the cities of Gregory and San Patricio. The total area is 838 square miles and has an estimated population of 359,154.

The CCRTA operates a fleet of approximately 135 revenue services vehicles that provide both fixed route service as well as demand response service. Portions of the CCRTA's service are operated by third party contractors.

The CCRTA currently has approximately 235 employees.

The CCRTA's main administrative offices are located at 602 N. Staples, Corpus Christi, TX 78401; the CCRTA's operations facilities are located 5658 Bear Lane, Corpus Christi, TX 78405.

2.1 Governance and Personnel

The following descriptions of Personnel are provided to inform the interested firms about the personnel who are involved in this project.

2.1.1 The CCRTA Board of Directors is comprised of 11 members of whom 5 members are appointed by the City of Corpus Christi, three members are appointed by the Nueces County Commissioners, and two members are appointed by participating small cities. The Board of Directors normally meet on the first Wednesday of each month.

2.1.2 The Administration and Finance Committee and the Operations and Capital Projects Committee are comprised of members from the CCRTA's Board of Directors and normally meet the fourth Wednesday of every month, except for December in which there are no scheduled committee meetings.

2.1.3 The Chief Executive Officer is responsible for implementing the direction of the Board of Directors and other necessary policies and procedures to ensure that

the CCRTA maintains positive fiscal control of all of its resources and provides the desired level of service to the community. The Managing Director of Administration, Managing Director of Operations, and Managing Director of Capital Projects and Customer Services report directly to the Chief Executive Officer. The Director of Human Resources, Director of Marketing, and Director of Safety and Security also report directly to the Chief Executive Officer.

2.1.4 The administrative offices, located at 602 N. Staples St. include Procurement, Finance, and IT departments while the Bear Lane location houses Operations and Human Resources.

3.0 CCRTA Operations

3.1 The budgets for Year 2018 for the CCRTA consists of an operating budget of \$39,729,036 and a CIP budget of \$6,683,395.

3.2 The CCRTA employs 235 employees and has an additional staff of 98 providing services through a contract arrangement with MV Transportation, Inc.

3.3 Portions of the transportation services are contracted to MV Transportation, Inc. These services are primarily the demand response services which is a federally mandated ride-sharing service that was implemented to ensure that disabled individuals and people over the age of 60 years old have equal access to public transportation. However, the contracted services are being expanded to include some fixed routes.

3.4 The CCRTA receives federal assistance in the form of various types of grants to fund various transit capital investments and maintenance costs. The CCRTA also receives pass through Federal awards for sub-recipients. The grants are primarily funded by The Federal Transportation Administration (FTA). As an FTA grant recipient, CCRTA is highly regulated and is required to comply with various regulatory requirements including the National Transit Database (NTD) reporting that staff must be complete by April 30th of each year.

The FTA also conducts Triennial Review of all grantees that are the recipients of Section 5309 and 5310 grants. **The next Triennial Review is scheduled in 2019 for the year 2018. Auditing services are not required for this review and are not part of the scope of auditing services, but are being mentioned to bring attention that staff will also be working on this review at the same time the audit is being performed.**

The FTA also requires that transit agencies complete the NTD reporting by April 30th of each year. **This is not included in the scope of service but is being mentioned to bring attention that staff will also be working on this review at the same time the audit is being conducted.**

For clarification, transit agencies must submit an auditor's statement verifying that the accounting system is in compliance and that the allocation methodology is acceptable to the NTD once every 10 years or more when significant changes are made to the accounting system. In 2018, this requirement was satisfied by the 2018 Independent Audit.

The FTA also requires a Financial Management Overview (FMO) review which is a full scope financial management system review. **The CCRTA underwent this review in 2018 for years 2016 and 2017. This type of review is done every five years. This next review could be scheduled in 2023.**

In the year 2017, three different reviews/audits were present at the same timeframe from January 1, 2018 to June 30, 2018; the independent audit, NTD reporting, and the FMO Review.

Because of the concurrent nature from other regulatory reviews, the audit procurement process has been structured so that the principal factor in the selection of an independent auditor is the auditor's ability to complete a quality audit by May 30th but with consideration to the NTD reporting deadline of April 30th for each of the contracted years.

3.4.1 The CCRTA accounts for its activities in an enterprise fund maintained on the accrual basis of accounting. Under this basis of accounting, revenues are recognized in the accounting period in which they are earned and expenses are recognized in the period in which they are incurred.

3.4.2 The CCRTA has two retirement plans; Employee Defined Benefit Plan and the Employee Contribution Plan. Because the CCRTA and its employees do not participate in the Social Security system, the CCRTA maintains the Defined Benefit Plan that provides a monthly benefit to retirees and surviving spouses, and also includes a disability feature. Unlike Social Security, employees do not contribute to the Plan because it is total funded by the CCRTA.

The Defined Contributions Plan requires employees to contribute a portion (currently 7.51%) of their gross pay to the Plan. Employees may also make voluntary contributions of up to 10% above the mandatory amount. Participation in the Defined Contribution Plan is required of all CCRTA employees as a condition of employment.

3.5 Prior Auditors

Collier Johnson and Woods, P.C. have performed the previous financial audits for CCRTA.

4.0 PROPOSAL REQUIREMENTS

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

- Cover Letter,
- Approach and Work Plan,
- Qualifications, Related Experience, and References,
- Proposed Staffing and Project Organization,
- Certificate of Errors & Omissions and Liability Insurance,
- Certification Forms (Appendix B through H),
- Proposal Submission Checklist (Appendix I), and
- Proposed Fee Schedule (Appendix A) **(submitted in a separately sealed envelope) and one (1) electronic version in Microsoft Excel format supplied on a USB Flash Drive.**

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

All proposals must be submitted before the deadline in the solicitation and addressed with the information as noted in the “Instructions to Proposers” Section 5. The proposal contents shall include the following:

4.1 Proposal Contents and Format

The contents of the proposal shall include the following:

4.1.1 Cover Letter

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

4.1.2 Approach and Work Plan

Proposer must provide a detailed narrative which addresses the Scope of Work and shows proposer's understanding of the CCRTA's needs and requirements.

- 1) Describe the approach to completing the tasks specified in the Scope of Work.
- 2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

4.1.3 Qualifications, Related Experience and References

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

Proposer must provide the following:

- Copy of current license
- Statement of no outstanding or pending complaints as determined through the Better Business Bureau or any other regulatory agencies
- Copy of Insurance Certifications both Commercial Liability and Errors and Omissions

4.1.4 Proposed Staffing and Project Organization

Identify the size and scope of your public banking unit, bank officers responsible for CCRTA's accounts, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team. Specifically:

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.

Proposer must provide:

- Education, experience, and applicable professional credentials of proposed project staff;
- Furnish brief resumes(not more than two (2) pages each) for the proposed Project Manager and other key personnel;
- Include a project organization chart which clearly delineates communication/reporting relationships among the project staff

4.1.5 Current License

4.1.6 Errors and Omissions Coverage

The Proposer shall maintain professional liability insurance that covers the services in connection with any contract resulting from this RFP, in the minimum amount of one million dollars (\$1,000,000) per occurrence and two millions dollars (\$2,000,000) aggregate. Any policy inception date, continuity date, or retroactive

date must be before the effective date of this contract. The Proposer shall provide certificates of insurance to the CCRTA as evidence of the insurance coverage required.

4.1.7 Certification Forms (Appendix B through F)

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 Submission requirements

5.1.1 Proposal Availability

RFP copies may be obtained online at www.ccrta.org/news-opportunities/business-with-us/.

5.1.2 Proposal Submission

Proposals may be hand delivered or mailed to:

Corpus Christi Regional Transportation Authority
Staples Street Center
3rd Floor
Attn: Procurement Department
602 N. Staples Street
Corpus Christi, Texas 78401

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

Proposers shall submit one (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.

Proposers shall submit one (1) Proposed Fee Schedule (Sealed Separately).

5.1.3 Late Submittal

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

5.2 Proposal Qualification

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

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

5.2.3 Proposal Preparation

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

5.2.4 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.

5.3 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.

6.0 EVALUATION AND AWARD

6.1 Evaluation Criteria

The CCRTA will evaluate the offers received based on the following criteria:

6.1.1 Qualifications, Related Experience, and References (20 Points)

Technical experience in performing work of a closely similar nature. Experience working with public agencies. Strength and stability of the firm. Assessment by client references.

6.1.2 Staffing and Project Organization (25 Points)

Qualifications of project staff, particularly key personnel and especially the Project Manager. Key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section. Logic of project organization. Adequacy of labor commitment. Concurrence in the restrictions on changes in key personnel.

6.1.3 Work Plan (30 Points)

Depth of the Proposer's understanding of the CCRTA's requirements and overall quality of work plan. Logic, clarity and specificity of work plan.

6.1.4 Cost and Price (20 Points)

Reasonableness of the total price and competitiveness of this amount with other offers received. Adequacy of data in support of figures quoted. Reasonableness

of price. Basis on which prices are quoted (FFP, CPFF, T&E).

6.1.5 Completeness of Response (5 Points)

6.2 Evaluation Procedures

An Evaluation Committee comprised of CCRTA's staff, will evaluate all proposals, received as specific, in accordance with the above criteria. The evaluators in applying the major criteria to the proposals may consider additional sub-criteria beyond those listed. Furthermore, as a result of RFP changes and/or necessary proposal clarifications, a request for final revised pricing may be issued after the proposals are submitted, but before contract award. During the evaluation period, the CCRTA reserves the right to interview some or all the proposing firms and the right to conduct site inspections of some or all of the Proposer's facilities.

6.2.1 Award

The CCRTA will evaluate the proposals received and will submit the proposal considered to be the most competitive to the CCRTA's Board of Directors, for consideration and selection. The CCRTA may also negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposer's simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the CCRTA.

The CCRTA reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposer's as the CCRTA may deem to be in its best interest.

6.2.2 Notification and Award and Debriefing

Proposer's who submit a proposal in response to this RFP shall be notified in writing regarding the firm who was awarded the contract. Such notification shall be made within three (3) days of the date the contract is awarded.

Proposer's who were not awarded the contract may obtain a prompt explanation concerning the strengths and weaknesses of their proposal. Unsuccessful Proposer's, who wish to be debriefed, must request the debriefing in writing and the CCRTA must receive it within three (3) days of notification of the contract award.

SCOPE OF WORK

1.0 Audit Objectives

- 1.1** Expression of opinion about whether financial statements are fairly presented, in all material respects in conformity with U.S. generally accepted accounting principles.
- 1.2** Test internal control over financial reporting and compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters, in accordance with Government Auditing Standards.
- 1.3** Conduct audit in accordance with auditing standards generally accepted in the United States of America and include tests of accounting records and other procedures considered necessary to enable an expression of an opinion.
- 1.4** Apply limited procedures related to the Required Supplementary Information, Management's Discussion and Analysis (MD&A), budgetary comparison information, and the Supplemental Information.
- 1.5** Prepare report to Board of Directors and management that identifies control deficiencies, significant deficiencies and material weaknesses, if any, and your recommendations for improvements in account and administrative controls.
- 1.6** The performance of a Federal Single Audit and Federal Single Audit reports pursuant to the Office of Management and Budget (OMB) Circular A-133.
- 1.7** Communicate immediately and in writing all irregularities and illegal acts, or indications of illegal acts, of which became aware, to the CCRTA's CEO and the Managing Director of Operations.
- 1.8** Retain at auditor's own expense audit working papers for three (3) years, unless the firm is notified in writing by the CEO of the need to extend the retention period. In addition, the firm shall respond to reasonable inquiries to review working papers relating to matters of continuing account significance.
- 1.9** Provide general consultation as required, during the year, on financial reporting matters.
- 1.10** Apply additional requirements from NTD reporting.
- 1.11** Apply the FTA reporting requirements for agreed upon procedures for contract service.

2.0 Scope of Work – Employee Defined Benefit Plan and Trust Annual Financial Statements

Pursuant to the Texas Administrative Code Chapter 802.102 an audit separate of the standard financial audit of the CCRTA is required to comply with the statute governing both of the CCRTA Retirement Plans. The proposer will conduct the audit in accordance with auditing standards generally accepted in the United States of America, and the standards set for the financial audits contained in Government Auditing Standards Audits will be performed in the same manner as the annual CCRTA Financial Audit, to include:

- 2.1** Management’s Discussion and Analysis
- 2.2** Schedules of changes in Net Pension Liability and Related Ratios
- 2.3** Schedule of Contributions
- 2.4** Schedule of Investment Returns

- 2.5** Audit objectives include:
 - 2.5.1** Express opinion whether statements are fairly presented in conformity with US generally accepted accounting principles.

 - 2.5.2** Conduct in accordance with auditing standards generally accepted in US and include tests of accounting records and other procedures considered necessary to enable expression of opinion.

- 2.6** Audit Procedures include:
 - 2.6.1** Tests of documentary evidence supporting transactions recorded in the accounts.

 - 2.6.2** Direct confirmation of investments, plan obligations, benefit obligations, certain other assets and liabilities by correspondence with financial institutions, actuaries, and other related parties.

 - 2.6.3** Request written representations from attorneys.

 - 2.6.4** Require certain written representations from the CCRTA about the financial statements and related matters at end of audit.

2.7 Defined Benefit Plan Details:

Plan Document Information	
Name and type of plan	CCRTA Defined Benefit Plan & Trust/Pension
Type of plan document(Prototype or Individually designed)	Individually Designed
Plan Operational Information	
Name of current record keeper/Actuary	Pension Benefits (Actuary)
Name of current custodial trustees (External or Self-directed)	Wells Fargo Bank, NA., Managed
Active participants at 12-31-2017	240

3.0 Scope of Work – CCRTA’s financial statements along with assistance in preparing the CAFR, and the Single Audit

The proposer will be required to conduct an audit in accordance with auditing standards generally accepted in the United States of America, the standards set for the for financial audits contained in Government Auditing Standards and the U.S. Office of Management and Budget (OMB) Circular A-133. This audit will result in the preparation of an audit report containing financial statements prepared in accordance with GAAP as promulgated by the GASB. In addition, the proposer will be required to conduct a Federal Single Audit. The audit shall comply with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996 and OMB Circular A-133. As part of this scope of service, Proposers, in the course of performing an audit for CCRTA, are required to issue a report with regard to the compliance of grants.

Tasks will include, without limitations, meeting and conferring with and interviewing CCRTA representatives; reviewing, evaluation, and presenting written findings and recommendations regarding CCRTA policies, procedures, practices, transactions, personnel, equipment, and materials utilized regarding the CCRTA’s assets; producing written findings, recommendations, and draft and final reports; delivering presentations to the CCRTA Administration and Finance Committee and the CCRTA Board of Directors; following up and reevaluating the effectiveness of the approved and implemented recommendations; production of single-audit report for submission to the Federal Clearinghouse; assistance in the preparation of the CCRTA’s Comprehensive Annual Financial Report (CAFR) for submission to the Government Finance Officers Association (GFOA); being available for future engagements regarding the aforementioned tasks.

Tasks will include the following levels of service.

**3.1 PHASE I – MEET, REVIEW, EVALUATE, RECOMMEND & PRESENT
TASK 1.0-MEET AND REPORT**

Objective: To meet and confer with the CEO, Managing Director of Administration and the Director of Finance; discuss timing of audit; identify roles and responsibilities of personnel; discuss timing of frequency of verbal and written progress reports; and coordinate activities regarding this project.

During the audit period, staff and management will also be working on the annual NTD reporting that is due April 30th of every contract year. For this reason it is essential that the scheduling of audit activities be meticulously planned and organized. It is also imperative that the members of the audit team be experience in the efficient and effective resolutions of issues that may arise in order for client-auditor dynamics to remain positive.

- 3.1.1** Attend a kick-off meeting with the CEO, Managing Director of Administration and Director of Finance to meet and confer regarding the project phases and tasks requirements.
- 3.1.2** Meet with and provide verbal and written progress reports to the Managing Director of Administration and Director of Finance as required.
- 3.1.3** Coordinate activities with the Director of Finance.
- 3.1.4** Meet with the appropriate Personnel as required in fulfilling the scope of services and the intent of this RFP.
- 3.1.5** Submit a schedule of Audit Activities and requests to the Managing Director of Administration and Director of Finance at the start of the audit process and maintain and communicate the status on a bi-weekly basis to ensure productivity is progressing on a timely basis.
- 3.1.6** Address the timing of bank audit confirmations along with other confirmations used to confirm financial information.
- 3.1.7** Address how information is to be submitted to the audit team and if on-line uploading of documents is required include a training session at the start of the audit.

3.2 TASK 2.0-REVIEW AND EVALUATE

Objective: To review and evaluate the Items. Interview and become familiar with Personnel.

- 3.2.1** Review all related documents, policies, procedures, and day-to-day practices regarding this project.
- 3.2.2** Interview, in person and via questionnaire, the CCRTA representatives who are involved in the decision-making process and handling of Items.

3.2.3 Evaluate the preceding points according to Best Practices and other applicable accounting and security practices.

3.2.4 Summarize the review and evaluation.

3.3 TASK 3.0-RECOMMEND, REPORT, AND PRESENT

Objective: To recommend, report, and present to the CCRTA representatives regarding all aspects related to this Project.

3.3.1 Recommend any appropriate actions to achieve the desired objectives of this RFP.

3.3.2 Recommend appropriate policies, procedures, facilities, and equipment, materials, and personnel changes to effectuate positive fiscal control over the CCRTA's Items.

3.3.3 Report all recommendations in written form to the CCRTA representatives as required.

3.3.4 Produce all required reports and documents as listed in section 4C below.

3.3.5 Make formal presentations to the Chief Executive Officer, CCRTA Board Committees, and the CCRTA Board as required.

3.4 REPORTS

3.4.1 INFORMAL

3.4.1.1 Provide verbal reports on an as-needed basis to ensure that all project objectives are being met and that excellent communication is maintained.

3.4.1.2 Provide email reports when a quick response is necessary or delivery of the report is urgent.

3.4.1.3 Provide written reports of project status.

3.4.2 FORMAL

3.4.2.1 Review the draft of any proposed report and/or management letter with the Board Administration and Finance Committee, Chief Executive Officer, Managing Director of Administration, Director of Finance, and other designated authority staff.

- 3.4.2.2** Provide the CCRTA with an unprotected version of the required financial reports in order to facilitate corrections and changes.
- 3.4.2.3** Be available for any meetings that may be necessary to discuss the drafts or other issues at a site selected by the CCRTA. Once all issues for discussion are resolved, the final signed report shall be delivered to the CCRTA Representative within six working days of final resolution.
- 3.4.2.4** Provide written reports for all evaluations and recommendations, and as requested by the CCRTA representatives.
- 3.4.2.5** Ensure that formal reports are on 8.5 x 11 inch white paper, have a cover letter, a table of contents where applicable, and are bound. Also, provide an electronic copy of said reports.
- 3.4.2.6** Provide hard copies of the final reports to the CCRTA.

4.0 SPECIFIC REPORTS DELIVERABLES

After the audit of the applicable fiscal year's financial statements is completed, the auditor shall assemble and issue, at a minimum, the following:

- 4.1** Report of Independent Auditor;
- 4.2** Financial Statements (in compliance with GASB 34):
 - 4.2.1** Statement of Net Position;
 - 4.2.2** Statements of Revenues, Expenses, and Changes in Net Position;
 - 4.2.3** Statements of Cash Flows;
 - 4.2.4** Notes to Financial Statements;
 - 4.2.5** Required Supplementary Information; and
 - 4.2.6** Statistical Section.
- 4.3** Supplementary Schedules and Other Reports:

- 4.3.1 Schedule of Expenditures of Federal Awards;
- 4.3.2 Notes to Schedule of Expenditures of Federal Awards
- 4.3.3 Report on Compliance and on Internal Control over Financial
- 4.3.4 Reporting in accordance with Government Auditing Standards;
- 4.3.5 Report on Compliance with Requirements applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133;
- 4.3.6 Schedule of Findings and Questioned Costs; and
- 4.3.7 Report on Agreed upon Procedures as determined by CCRTA with respect to the Federal Funding Allocation statistics Form (FFA-10).
- 4.4 Findings and Recommendations are to be included in a separate management letter;
- 4.5 Agreed upon Procedures for NTD Reporting;
- 4.6 Internal Control Report (the auditor shall express an opinion on the CCRTA's internal control structure in effect as of the Fiscal Year end).
- 4.7 Complete and file, on the CCRTA's behalf, OMB form No. 0348-0057, Data Collection Form, for reporting on Audits of States, Local Governments, and Non-Profit Organizations.
- 4.8 Complete and prepare Statement on Auditing Standards 114 letter.

5.0 ITEMS TO BE AUDITED

The following items to be audited shall be collectively referred to as Items. Items include the CCRTA, and may include portions of the CCRTA contractors, and their subcontractors.

5.1 GENERAL

- 5.1.1 All finance, general ledger, accounting, accounts payable, accounts receivable, revenue, payroll, grants, purchasing, contracts, cash, investments, fixed assets, inventory, security, and maintenance records, statements, policies, procedures, practices, personnel, services, equipment, software, and materials utilized in transacting the business of the CCRTA or its contractors.
- 5.1.2 All processes relevant to maintain, improving, or identifying significant internal

controls shall be thoroughly reviewed and the results of such reviewed communicated to the CCRTA.

- 5.1.3** All accounting, collecting, expending, recording, receiving, handling, securing, transporting transactions related to the above.
- 5.1.4** All other pertinent articles and transactions not aforementioned.
- 5.1.5** All other articles and transactions as directed by the CCRTA representative.

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, specified in the contract documents to Corpus Christi RTA – Staples Street Center, 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. 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.

6. 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.

7. 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.

8. AMENDMENTS

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

9. 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.

10. 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 under the Scope of Work of this solicitation. 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 D) Certification and Statement of Qualifications form.
- Include your firm's DUNS number on the bottom of (Appendix D) 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.

PRICE SCHEDULE (APPENDIX A)

Proposers must provide fees for both the Three Year Base and for the one (1) Two-Year Option.

APPENDIX A
PRICE SCHEDULE

RFP No.: 2018-S-13

PROPOSER: _____

Instructions:

- (1) The following lump sum proposal prices includes all costs for labor, materials, insurance, overhead, travel, profits, and all other costs necessary to perform the work in accordance with the contract documents.
- (2) This is three year base contract with one (1) two-year option.
- (3) PROPOSERS must provide three year base and option year totals in the Price Schedule.
- (4) PROPOSERS must complete all information requested -- no items may remain blank (use N/A or other as necessary).
- (5) **Submit one original PRICE SCHEDULE.** On the outside of your sealed proposal address your envelope with the information as noted in "Instructions to Proposers" Section 6.

THREE-YEAR BASE

Employee Defined Benefit Plan Audit Services	
Total	\$
Financial and Single Audit Services	
Total	\$
Three Year Base Total	\$

TWO-YEAR OPTION

Employee Defined Benefit Plan Audit Services	
Total	\$
Financial and Single Audit Services	
Total	\$
Two-Year Option Total	\$

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 pecuniary 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>).

APPENDIX D

DISCLOSURE OF INTERESTS CERTIFICATION

FIRM NAME: _____

STREET: _____ CITY: _____ ZIP: _____

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

DISCLOSURE QUESTIONS

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

1. State the names of each “employee” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
_____	_____
_____	_____

2. State the names of each “official” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”

NAME	TITLE
_____	_____
_____	_____

3. State the names of each “board member” of the Regional Transportation Authority having an “ownership interest” constituting 3% or more of the ownership in the above named “firm”.

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
_____	_____

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

NAME

CONSULTANT

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 four (4) similar projects which your company has completed within the last five (5) years that satisfactorily met 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: _____

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

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-13

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee

APPENDIX H

PROPOSAL SUBMISSION CHECKLIST

This checklist is a tool to assist Proposers in including all required documents which must be submitted in the Proposer’s proposal package.

Proposal Documents Required	Check
Proposals MUST BE submitted in the following format:	
1. Price Schedule (Appendix A)	
2. Cover Letter	
3. Approach and Work Plan	
4. Qualifications, Related Experience, and References	
5. Proposed Staffing and Project Organization	
6. Current License	
7. Errors and Omissions Coverage	
8. Certification Form (Appendix B)	
9. Certification and Statement of Qualifications (Appendix C)	
10. Disclosure of Interest Certification (Appendix D)	
11. Accessibility Policy (Appendix E)	
12. References (Appendix F)	
13. Request for Information (Appendix G)	
14. Proposal Submission Checklist (Appendix H)	
Proposals MUST include the following:	
1. One Original Proposal	
2. Five hard copies of Proposal	
3. One Electronic copy on a USB Flash Drive	
1. Price Schedule (Appendix A) – One (1) original sealed in a separate envelope. Sign, Print Name, list Title, and Date at the bottom of the Price Schedule.	
NO OTHER COPIES ARE TO BE SUBMITTED. DO NOT INCLUDE A COPY ENCLOSED WITH YOUR PROPOSAL.	
2. Cover Letter – must be submitted	
3. Approach and Work Plan – must be submitted	
4. Qualifications, Related Experience, and References - must be submitted	
5. Proposed Staffing and Project Organization – must be submitted	
6. Current License	

7. Errors and Omissions Coverage – must be submitted	
8. Certification Form (Appendix B) – Sign, Print, Date and list Title	
9. Certification and Statement of Qualifications (Appendix C)	
- 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. Addendum No. 1, 2, and 3</i>)	
19. DUNS# - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov	
10. Disclosure of Interest Certification (Appendix D)	
- 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	
11. Accessibility Policy (Appendix E) – Sign, List Company, Position, and Date	
12. References (Appendix F)	
- References (Appendix F) the Proposer must:	
1. List 4 similar projects which he/she has completed within the last five years.	
2. Provide a list of contracts that the firm currently has in process.	
14. Request for Information Form (Appendix G) – include any RFIs in which your firm submitted	
15. Proposal Submission Checklist (Appendix H)	
- Proposal Submission Checklist (Appendix H) the Proposer must	
1. Use checklist to ensure all required documents are included in the proposal.	
2. Enclose this checklist with the proposal.	