



ADDENDUM NO. 1
REQUEST FOR PROPOSAL
FOR
VANPOOL SERVICES

RFP NO.: 2018-S-18

Date Issued: February 1, 2019

INSTRUCTIONS:

- (1) PROPOSER is required to comply with this Addendum No. 1.
- (2) This Addendum No. 1 becomes a part of this Request for Proposal.
- (3) **PROPOSER is required to acknowledge this Addendum No. 1 in the proper place on the Certification and Statement of Qualifications form.**
- (4) For additional information, please contact Annie Hinojosa, Director of Procurement, or Sherrié Clay, Procurement Administrator, at (361) 289-2712.

This Addendum No. 1 is issued to make the following changes and clarifications on RFP No. 2018-S-18:

1. The Corpus Christi Regional Transportation Authority (CCRTA) has made the following change to the Scope of Work Section 3.9 in the RFP:

Original: 3.9 Availability of a toll-free number or website for use by vanpool participants and potential participants in administrative matters.

Revised: 3.9 Availability of a toll-free number and CCRTA branded website for use by vanpool participants and potential participants in administrative matters.

2. The Corpus Christi Regional Transportation Authority (CCRTA) has made the following change to the Scope of Work Section 7. in the RFP:

Original: 7.0 CCRTA Vanpool Program Subsidy
In return for full compliance with the above terms, the CCRTA will agree to: Provide a full month subsidy for each vanpool that is approved by the Contractor enrolled in the Program, and complies with the provisions of the Vanpool Participation Agreement and Vanpool Program Guidelines.

Revised: 7.0 CCRTA Vanpool Program Subsidy

In return for Participants full compliance with the above terms, the CCRTA will agree to: Provide a subsidy for each day a vanpool is enrolled in the Program and approved by the Contractor, and complies with the provisions of the Vanpool Participation Agreement and Vanpool Program Guidelines.

3. The Corpus Christi Regional Transportation Authority (CCRTA) has made the following change to the Scope of Work Section 7.2 in the RFP:

Original: 7.2 The Contractor understands that the CCRTA is providing the subsidies above with funds provided to the CCRTA by Federal Transit Administration, and that in the event such funds become unavailable to the CCRTA, the CCRTA will not provide those subsidies.

Revised: 7.2 The Contractor understands that the CCRTA is providing the subsidies above with Local funds, and that in the event such funds become unavailable to the CCRTA, the CCRTA will not provide those subsidies.

4. The Corpus Christi Regional Transportation Authority (CCRTA) has made the following change to the Scope of Work to add Section 8 – Contractor and Successor Responsibilities (Transition Period) in the RFP:

8.0 Contractor and Successor Responsibilities (Transition Period)

8.1 The Contractor recognizes that the Services under this Contract are vital to the CCRTA and must be continued without interruption and that upon Contract expiration, a successor may continue services. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a Successor.

8.2 Contractor is expected to continue performing the following responsibilities during the transition period:

8.2.1 During a transition the Contractor will continue to provide services on every unit operated/owned/leased through their company/parent company; vehicle maintenance, vehicle insurance, sales, marketing, communication, customer service, customer billing and collection, monthly NTD reporting, ride-matching services, Roadside

Assistance, Guaranteed Ride Home Program, staff and related administrative functions.

8.2.2 The Contractor will cooperate in an orderly and efficient manner to provide a Successor with comprehensive participant files/information, NTD forms and data for the current reporting year, list of current vehicles/size, and any necessary supporting documentation to successfully transition customers to a Successor.

8.2.3 The CCRTA will prorate subsidies to the Contractor and Successor based on the date participants start/end use of each company's vehicle.

8.3 The Successor shall provide services on every unit operated/owned/leased through their company/parent company at the date and time participants transition from the preceding Contractor's vehicle; vehicle maintenance, vehicle insurance, sales, marketing, communication, customer service, customer billing and collection, monthly NTD reporting, ride-matching services, **Roadside Assistance, Guaranteed Ride Home Program, staff and related administrative functions.**

5. The CCRTA's response to several questions asked during the pre-proposal conference held on January 9, 2019, are as follows:

1) Question: Can the proposal be mailed to CCRTA?

Response: Yes.

2) Question: What if only one (1) bid is received?

Response: Refer to page 8 of the RFP Section 14 Single Proposal

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.

- 3) Question: Will there be an opportunity to provide a presentation if evaluated bids are close?
Response: Yes
- 4) Question: Is ridership data available for review?
Response: Yes, upon written request.
- 5) Question: Who is currently providing the vans?
Response: Enterprise.
- 6) Question: Can the contractor add their logo to the CCRTA's logo decal on vans? Is co-branding possible?
Response: Yes. CCRTA Director of Marketing will design and determine placement of logo on vehicles.
- 7) Question: What is the reason for a new contract?
Response: The current contract expires on March 31, 2019.
- 8) Question: How many vans are currently being used?
Response: Currently CCRTA is operating 10 vans.
- 9) Question: Is the leasing rate being charged to the vanpool group determined by the contractor or the CCRTA?
Response: The Contractor will determine the leasing rate charged to the vanpool group.

10) Question: Will there be time allowed for the new contractor to source new vehicles and transition into service?

Response: Yes, the CCRTA will allow a transition period of up to three (3) months for new contractor to set up operations.

11) Question: Can a 7 passenger van be retrofitted to accommodate a wheelchair in order to be ADA compliant?

Response: Yes. CCRTA fully participates in providing equal and equivalent service to the ADA community and will provide a subsidy on 7 passenger vans. NTD exception: said vehicle and retrofit do not meet FTA Vanpool requirements and are not required to submit monthly or annual reporting.

6. The Corpus Christi Regional Transportation Authority's (CCRTA) response to Enterprise RFI submission are as follows:

APPENDIX G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS
REQUEST

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

Page: 1

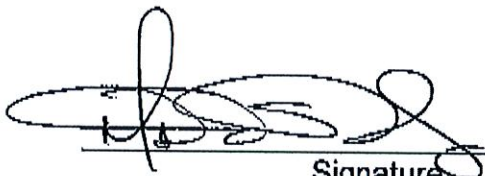
VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 1 PARAGRAPH: Section 3 SUBJECT: Specifications, #3.1

Request:

"Proposals submitted with different terms or provisions may not be considered as responsive proposals."

- a. Based on the requirements listed in the RFP, contract negotiations will be required prior to execution of a contract. Is CCRTA amenable to striking this statement or clarifying this statement so that those negotiations can happen?



Signature

**** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

The CCRTA will negotiate the contract with the proposer having the best evaluation as determined by the CCRTA. Negotiations will not be made after a contract is awarded.

Response:



Chief Executive Officer/Designee

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REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS
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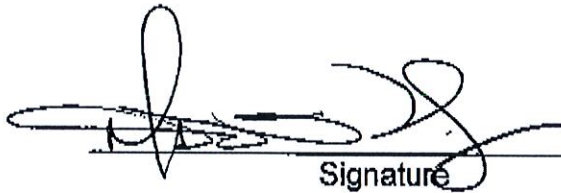
Page: 2

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 8 PARAGRAPH: Section 13 SUBJECT: Equal Opportunity

Request:

Are CCRTA's affirmative action policies different from policies acceptable by the FTA? If so,
please provide copies off those policies for review.


Signature

*** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

Response: Please see attached page to view CCRTA's Affirmative Action Policy.


Chief Executive Officer/Designee

603 Affirmative Action

Effective Date:

Revision Date: 01/01/06, 03/06/09

It is the policy of the Board of Directors of the RTA to afford equal opportunity for employment to all individuals regardless of race, color, religion, sex, and national origin or disability. Consistent with that commitment, The RTA will take affirmative action to: (1) recruit, hire and promote to all job classifications without regard to race, color, religion, sex, age, national origin or disability; (2) base decisions on employment so as to further the principles of equal opportunity; (3) ensure that promotion decisions are in accordance with principles of equal employment opportunity by imposing valid job-related requirements for promotional opportunities; and (4) ensure that all personnel actions such as compensation, benefits, transfers, termination, reduction in force, and RTA-sponsored training, education, tuition reimbursement, social and recreational programs will be administered without regard to race, color, religion, sex, age, national origin or disability.

The successful achievement of a nondiscriminatory employment program requires maximum cooperation between management and employees. The CEO shall lead this program by implementing affirmative practices and procedures defined by specific goals with measurement and evaluation features. These programs shall contain action steps to disallow the existence of unfair employment standards or actions.

The entire management team shall be required to adhere to and achieve these goals. Any employee with questions or concerns in this area may address his immediate supervisor, the next level of supervision, the Human Resources Manager or the Director of Business Development & Compliance.

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equal)

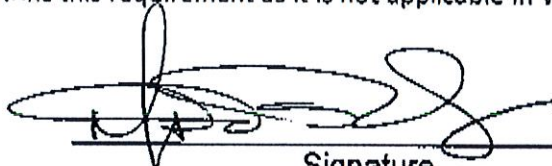
Page: 3

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 11 PARAGRAPH: Section 2.1.3 SUBJECT: Error and
Omissions Coverage

Request:

We respectfully request to strike this requirement as it is not applicable in Vanpool Contracts.



Signature

**** FOR CCRTA USE

Approved: Disapproved: _____

Clarification: _____

Response:



Chief Executive Officer/Designee

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REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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


Page: 4

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 16 PARAGRAPH: Section 2.0 and Page 23 Section 7.2 SUBJECT: Source of Funding for Subsidy?

Request:

The RFP lists a local sales tax and federal funding in these sections, what funding source is CCRTA using for the vanpool program?


Signature

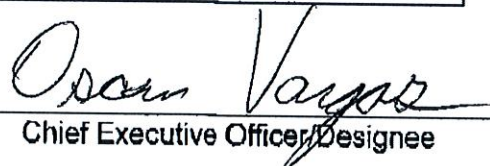
**** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

Response:

Local funds. An Addendum addressing funding has been provided.


Chief Executive Officer/Designee

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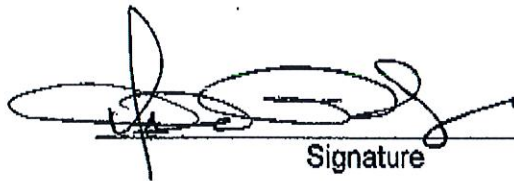
Page: 5

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 18 PARAGRAPH: Section 3.12 SUBJECT: Report Deadline

Request:

Is CCRTA amenable to moving this deadline to the 20th of the month to allow for proper collection, compilation and submittal of the information by the contractors to CCRTA?


Signature

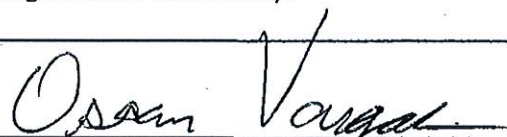
**** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

Response:

CCRTA is amenable to the 17th calendar day, without exception or delay, of the month to allow for timely submission of Board of Directors documents. Weekends and Holidays are recognized as a calendar day.


Chief Executive Officer/Designee

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REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

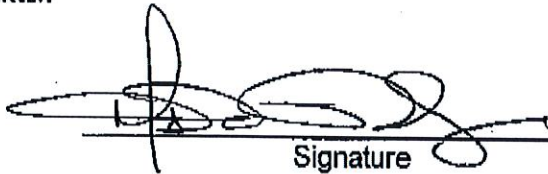
Page: 6

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 18 PARAGRAPH: Section 3.19 SUBJECT: Monthly Invoice Timeline

Request:

Is CCRTA amenable to moving this deadline to the 10th of the month for proper invoice construction prior to submittal?


Signature

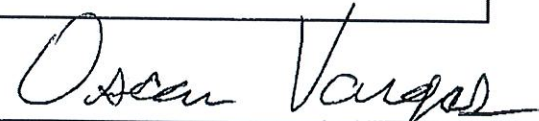
**** FOR CCRTA USE

Approved: Disapproved:

Clarification: _____

Response:

CCRTA is amenable to the 10th calendar day, without exception or delay. Weekends and Holidays are recognized as a calendar day.


Chief Executive Officer/Designee

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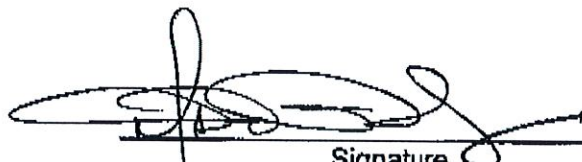
Page: 7

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 19 PARAGRAPH: Section 3.19.1 SUBJECT: Monthly Use Fee

Request:

Is CCRTA amenable to moving this deadline to the 10th of the month for proper invoice construction prior to submittal?


Signature

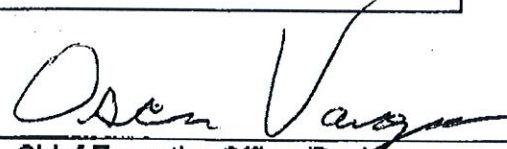
**** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

Response:

error - duplicate of page 6


Chief Executive Officer/Designee

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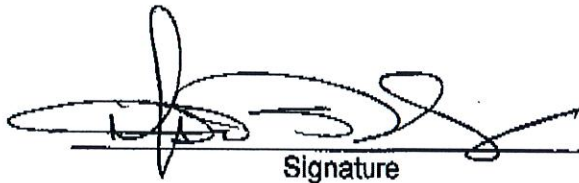
Page: 8

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 19 PARAGRAPH: Section 3.19.3 SUBJECT: Incident Declarations

Request:

We request a language change from "within 48-hours" to "within a reasonable amount of time" as the response time is dependent upon the situation and information may not be available within 48 hours.


Signature


**** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

Response:

CCRTA is amenable to the 15th calendar day of the month following the preceding reporting month to meet NTD Safety and Security monthly reporting requirements, without exception or delay. Weekends and Holidays are recognized as a calendar day.


Chief Executive Officer/Designee

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REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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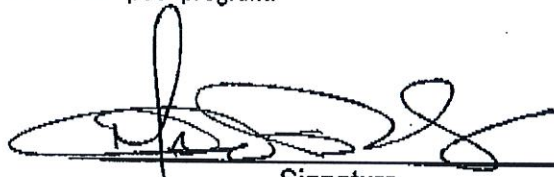
Page: 9

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 20 PARAGRAPH: Section 3.21 SUBJECT: National Transit Database Reporting

Request:

Please strike the first bullet point "Contractor's Employees and Work Hours."
This is only required of services directly operated by the transit agency, not purchased transportation such as a contracted vanpool program.



Signature

**** FOR CCRTA USE

Approved: Disapproved: _____

Clarification: _____

Response:



Chief Executive Officer/Designee

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REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

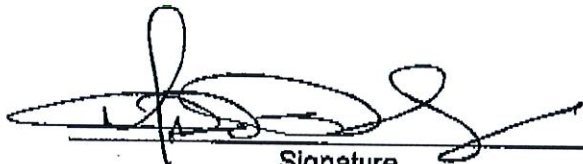
Page: 10

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 20 PARAGRAPH: Section 3.21 SUBJECT: Adjust Deadline Timeframe

Request:

Is CCRTA amenable to moving this deadline to 60-days after the end of the fiscal year to allow for proper compilation of data, internal auditing of data and sufficient submission time to CCCRTA to meet FTA submission deadlines?


Signature

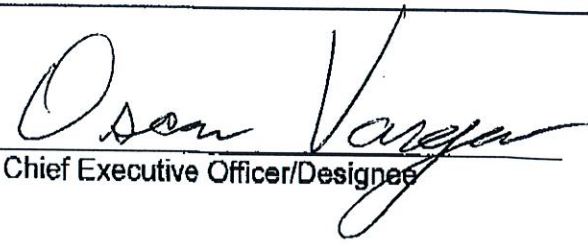
*** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

Response:

CCRTA is amenable to moving the deadline to 45-days after the end of CCRTA fiscal year, without exception or delay. Weekends and Holidays are recognized as a calendar day.


Chief Executive Officer/Designee

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

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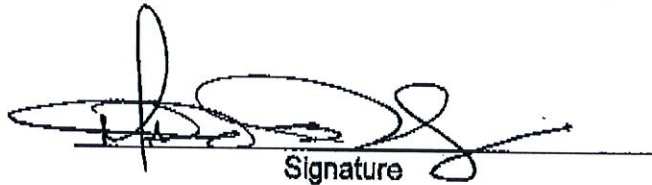
VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 21 PARAGRAPH: Section 4.5 SUBJECT: Deliverables

Request:

Is CCRTA amenable to moving this deadline to the industry standard of delivery for the vehicle to 30-days from the time of properly executed documents?

We request to strike "work phone numbers for the passengers in the group, driver(s) and employer" this is personal information sharing that would violate Personal Identifiable Information standards.


Signature

**** FOR CCRTA USE

Approved: Disapproved:

Clarification: _____

Response:


Chief Executive Officer/Designee

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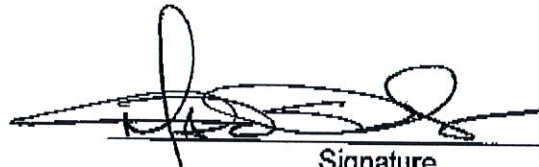
Page: 12

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 22 PARAGRAPH: Section 6 SUBJECT: Individual Participants, #6.1

Request:

The RFP states "All vanpool participants must register in the program." Please clarify the CCRTA process for completing this requirement.



Signature

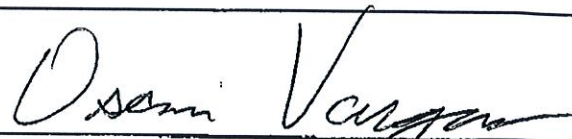
*** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

Response:

CCRTA expectation is the contractor registers all participants in the program.



Chief Executive Officer/Designee

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REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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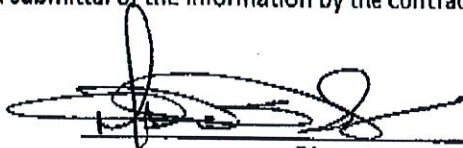
Page: 13

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 22 PARAGRAPH: Section 6.5 SUBJECT: NTD Reporting

Request:

CCRTA requests we report within five calendar days of end of each month.
Is CCRTA amenable to moving this deadline to the 20th of the month to allow for proper collection, compilation and submittal of the information by the contractors to CCRTA?



Signature

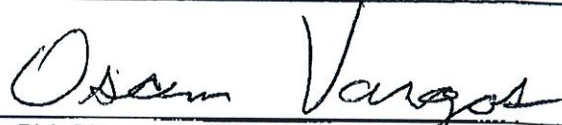
**** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

Response:

CCRTA is amenable to individual participants submitting required NTD data to the contractor by the 10th calendar day, without exception or delay, to allow for timely contractor submission of NTD data by the 17th calendar day. Weekends and Holidays are recognized as a calendar day.


Chief Executive Officer/Designee

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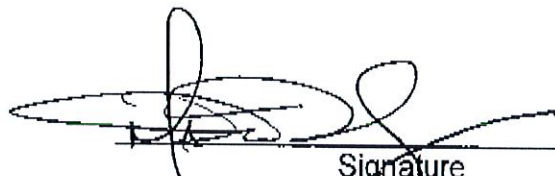
Page: 14

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 22 PARAGRAPH: Section 7.0 SUBJECT: CCRTA Vanpool Subsidy

Request:

Please define "full month subsidy."


Signature

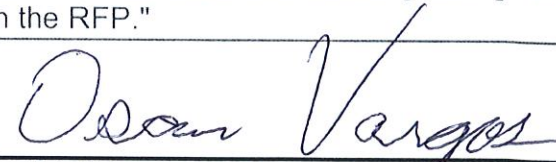
**** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

Response:

Please see Addendum No. 1, "#2. The Corpus Christi Regional Transportation Authority (CCRTA) has made the following change to the Scope of Work Section 7. in the RFP."


Chief Executive Officer/Designee

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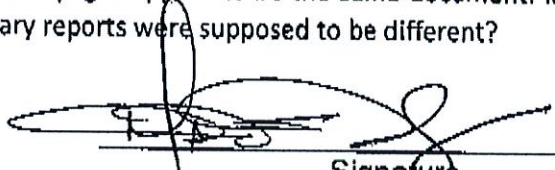
Page: 15

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 25 and 27 PARAGRAPH: _____ SUBJECT: Forms

Request:

The two documents on these pages appear to be the same document. Is it CCRTA's intent that
these two monthly summary reports were supposed to be different?



Signature

**** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification:

Response:

Replace Attachment II – Sample Participant Monthly Reporting Coversheet with
the attached document.

Chief Executive Officer/Designee

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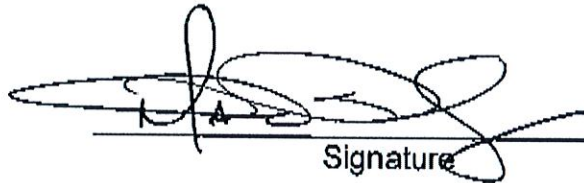
Page: 16

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 15 PARAGRAPH: _____ SUBJECT: 15.Overall

Request:

We respectfully request the ability to negotiate the terms contained in this section through submittal of additional language change requests with the proposal and subsequent discussion of requested changes should a contract be awarded without being considered non-responsive as detailed in Section 3. Is CCRTA amenable to this process?


Signature

**** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification: _____

Response:

A Non-responsive proposal does not include additional language or the ability to negotiate CCRTA's standard terms and conditions. CCRTA is amendable to negotiate the contract before an award is made.


Chief Executive Officer/Designee

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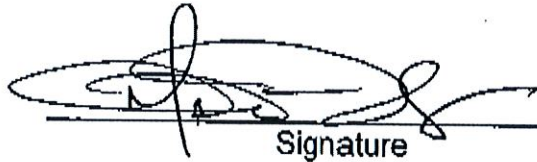
Page: 17

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 17 PARAGRAPH: Section 4 SUBJECT: Estimated Quantities

Request:

We respectfully request the following change:
"Further, Contractor agrees to honor quoted unit prices for the ~~duration~~ first year of this Contract." And add after this sentence: "Contractor can assess pricing on an annual basis and make changes according to fluctuating industry costs. Any change in unit prices will be documented in written form via a change order, agreed upon and executed by both parties."


Signature

**** FOR CCRTA USE

Approved: _____ Disapproved:

Clarification: _____

Response:

The contract is a three year service contract. There will be no assessing of pricing on an annual basis. After the three year service contract has been fulfilled, a pricing assessment can be before the options years are exercised.


Chief Executive Officer/Designee

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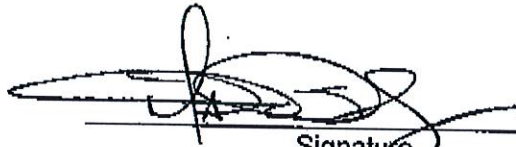
Page: 18

VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 18 PARAGRAPH: Section 7 SUBJECT: Assignment

Request:

We respectfully request the following addition to this section:
First sentence: "Contractor shall not assign or subcontract any of its rights, duties or obligations under this Contract without prior written consent of the CCRTA, which shall also not be unreasonably withheld."



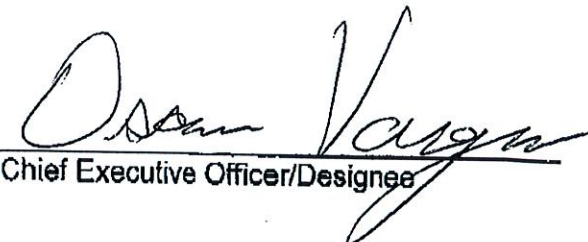
Signature

**** FOR CCRTA USE

Approved: Disapproved: _____

Clarification: _____

Response:



Chief Executive Officer/Designee

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

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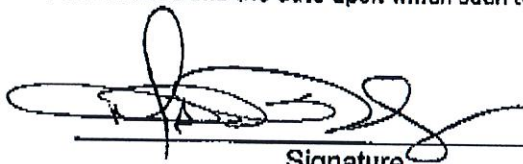
VENDOR: Commute with Enterprise PROJECT: RFP No. 2018-S-18

PAGE: 19 PARAGRAPH: Section 9 SUBJECT: Contract Termination

Request:

We respectfully request the termination section changed to a mutual ability to do so. Exact changes as follows:

~~The CCRTA~~ Either party shall have the right to terminate for default on all or any part of ~~the~~ this Contract if ~~Contractor~~ either party 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~~ either party may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. ~~The CCRTA~~ Either party additionally has the right to terminate this Contract without cause by delivery to ~~Contractor~~ the other party of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.



Signature

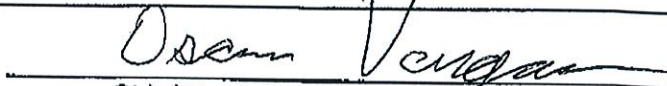
*** FOR CCRTA USE

Approved: _____ Disapproved: _____

Clarification: X

Response:

1. CCRTA agrees to the changes in the first two sentences. 2. CCRTA agrees to delete "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."



Chief Executive Officer/Designee