



**REQUEST FOR PROPOSALS  
FOR  
BUS STOP CLEANING SERVICES**

**RFP NO.: 2021-S-20**

**Date Issued: December 2, 2021**

**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 or by email at [procurement@ccrta.org](mailto:procurement@ccrta.org) until 3:00 p.m. (CST) Thursday, January 13, 2022 for Bus Stop Cleaning Services. This is a fixed-price five (5) year service contract. Proposals will be valid for one hundred eighty (180) calendar days from the Board approval date. Proposals received after the deadline will not be accepted and will be returned to the Proposer unopened.**

**Proposers are encouraged to attend a pre-proposal conference scheduled for 3:00 p.m. (CST), Thursday, December 16, 2021 in the CCRTA's Board Room on the second floor of the Staples Street Center located at 602 N. Staples St., 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. Although attendance is not mandatory, Proposers are strongly encouraged to attend.**

If you are unable to attend the pre-proposal conference, but would like to remotely participate via GoToMeeting, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 12:00 p.m. (CST) Thursday, December 16, 2021.

Requests for Information/Exceptions/Approved Equals will be due by 3:00 p.m. (CST), Thursday, December 23, 2021, with a response from the CCRTA by Thursday, December 30, 2021.

Copies of this Request for Proposals (RFP) and information may be obtained from the CCRTA's website at ([www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/)). Further information may be obtained from Sherrié Clay, Procurement Administrator, or Christina A. Perez, Director of Procurement/Grants, at [procurement@ccrta.org](mailto:procurement@ccrta.org).

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

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

- Certification Forms (Appendix B),
- Certification and Statement of Qualifications (Appendix C),
- Disclosure of Interest Certification (Appendix D),
- Sample Form 1295 (Appendix E),
- Accessibility Policy (Appendix F),
- References (Appendix G),
- Request for Information Form (Appendix H), and
- Proposal Submission Checklist (Appendix I).

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

**For mailed proposal submissions, please submit as follows:**

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

**For electronic proposal submissions, please submit by email to [procurement@ccrta.org](mailto:procurement@ccrta.org) as follows:**

- Proposal,
- Certification Forms (Appendix B, C, D, F, and G), **(in one electronic file) and**
- Price Schedule (Appendix A), **(in a separate file).**

**Both electronic files should be clearly titled and submitted together in the same email.**

**Only one submission of your proposal is required.** If submitting your proposal by mail, **DO NOT** submit your proposal electronically by email. If submitting your proposal electronically by email **DO NOT** submit it by mail.

**Failure to provide this information may deem your firm to be non-responsive.**

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

- Copy of Insurance

**The following document is required to be submitted only upon notification of recommendation for award:**

- Form 1295 “Certificate of Interested Parties”

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

## **INSTRUCTIONS TO PROPOSERS**

### **1. GENERAL.**

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

### **2. EXPLANATIONS.**

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

### **3. SPECIFICATIONS.**

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

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

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

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

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

- 4.3. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the Proposer. All costs of proposal preparation will be borne by the Proposer.
- 4.4. The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 4.5. Information submitted in response to this RFP will not be released by the CCRTA during the proposal evaluation process or prior to contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

5. **SUBMISSION OF PROPOSALS.**

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

**Corpus Christi Regional Transportation Authority  
Staples Street Center  
ATTN: Procurement Department  
602 N. Staples Street  
Corpus Christi, Texas 78401  
Proposal for: RFP No. 2021-S-20 Bus Stop Cleaning Services**

**Proposal Due Date: Thursday, January 13, 2022 by 3:00 p.m. (CST)**

**If hand delivered is preferred, please deliver to the CCRTA's receptionist located on the third floor to be time and date stamped.**

**For electronic submission of your proposal, please email your proposal to [procurement@ccrta.org](mailto:procurement@ccrta.org) before the proposal submission deadline.**

- 5.2. **The Price Schedule must be submitted in a separately, sealed envelope** along with the proposal. Proposals must be submitted in sufficient time to be received and time and date 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:

- **Thursday, December 2, 2021 - RFP Issued**  
Proposal documents are available at the CCRTA Website: [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **Thursday, December 16, 2021 - Pre-Proposal Conference** at 3:00 p.m. (CST) on the second floor in the Boardroom located at the Staples Street Center at 602 N. Staples, Corpus Christi, Texas 78401. To remotely attend, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 12:00 p.m. (CST) on this day.
- **Thursday, December 23, 2021 - Request for Information Due**  
Written Requests for Information (Appendix H) are due by 3:00 p.m. (CST). Please submit **one** form for **each** Request for Information. Request for Information must be emailed to [procurement@ccrta.org](mailto:procurement@ccrta.org), hand-delivered, or received via mail at the CCRTA's Staples Street Center, Attn: Procurement Department, at 602 N. Staples Street, Corpus Christi, Texas 78401.
- **Thursday, December 30, 2021 - CCRTA's Response to Request for Information Due**  
Responses will be posted as an addendum to the CCRTA's website at [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **Thursday, January 13, 2022 - Proposals Due**  
Written proposals are due no later than 3:00 p.m. (CST). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples St., Corpus Christi, Texas 78401 or by email at [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to deadline.
- **Best and Final Offer – TBD**  
The 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 – February 2, 2022**  
The CCRTA Board of Directors will meet to award a contract to the successful Proposer.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS.

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

7. OPENING PROPOSALS.

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

8. EVALUATION FACTORS.

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

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

9. ELIGIBILITY FOR AWARD.

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

- 9.2. Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.
- 9.3. Responsible Proposers at a minimum must:
  - 9.3.1 Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;
  - 9.3.2 Have a satisfactory record of past performance;
  - 9.3.3. Have necessary management and technical capability to perform;
  - 9.3.4. Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;
  - 9.3.5 Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and
  - 9.3.6 Certify that it is not on the U.S. Comptroller General's list of ineligible contractors – signing and submitting the proposal is so certifying. (NOTE: This requirement is only applicable to federally-funded contracts.)
- 9.4. A Proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible Proposer. Refusal to provide requested information shall result in the Proposer being declared not responsible, and the proposal shall be rejected.

## 10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

- 10.1. Reject or cancel any or all proposals;
- 10.2. Waive any defect, irregularity or informality in any proposal or proposal procedure;
- 10.3. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- 10.4. Extend the proposal due date;



- 10.5. Reissue a Request for Proposals;
- 10.6. Procure any item or services by other means;
- 10.7. The CCRTA reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right; and
- 10.8. The CCRTA reserves the right to negotiate a Contract with the Proposer having the best evaluation as determined by the CCRTA. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. The CCRTA additionally reserved the right to suspend negotiations with the first Proposer should it not progress in a manner satisfactory to the CCRTA and commence negotiations with the next best rated Proposer.

11. ACCEPTANCE.

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

12. PROTESTS.

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

13. EQUAL OPPORTUNITY.

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

14. SINGLE PROPOSAL.

- 14.1. In the event a single proposal is received, the CCRTA will, at its option, either conduct a price and/or cost analysis of the proposal and make the award by negotiation or reject the proposal and revise the Request for Proposals. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. Price

analysis shall be performed by comparison of the price quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.

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

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

15. FORM 1295 "CERTIFICATE OF INTERESTED PARTIES"

(Only to be submitted upon notification of recommendation for award.)

Bidders must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate of Interested Parties" upon notification that Bidder has been recommended for award. Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

(1) persons with a "controlling interest" in the entity, which includes: a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent; b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers; or

(2) a person who acts as an intermediary and who actively participates in facilitating a contract or negotiating the contract with a governmental entity or state agency, including a broker, adviser, attorney or representative of or agent for the business entity who has a controlling interest or intermediary for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, and filed with the CCRTA. For more information, please review the Texas Ethics Commission Rules at <https://www.ethics.state.tx.us/legal/ch46.html>.

A Sample Copy of Form 1295 has been provided for reference only.

## **SPECIAL INSTRUCTIONS**

### **1.0 GENERAL**

#### **1.1 Introduction**

The Corpus Christi Regional Transportation Authority, herein referred to as the "CCRTA", is seeking proposals from firms qualified and experienced in overall bus stop cleaning. An integral part of this service is providing trash pickup, landscaping, and graffiti removal/cover-up. The CCRTA is seeking a Proposer with an exemplary record of service delivery and demonstration of innovations and an added-value service approach to this contract, over and above the specified requirements specified herein. As such, each Proposer must recognize these specifications to be the minimum necessary for successful service delivery. This is a firm-price, five (5) year service contract.

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

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

Firms shall submit 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.

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.

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

The contents of the proposal shall include the following:

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

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

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

Proposer must include a detailed work plan outlining all of the specific tasks that will need to be undertaken and the procedures that will be used to accomplish the Scope of Work. Please indicate the vehicles and manpower that will be used in providing this service. Additionally, Proposer must supply a sample of the Daily Report, referred to in Section 1.2 and 3.3 of the Scope of Work, and a sample of the Monthly Report, referred to in Section 3.5 of the Scope of Work.

### **1.2.3 Qualifications and References**

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

### **1.2.4 Experience**

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

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

### **1.2.5 Certification Forms (Appendix B through G)**

### **1.2.6 Price Schedule (Sealed Separately)**

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

## **2.0 EVALUATION AND AWARD**

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

are as follows:

<b>Evaluation Criteria</b>	<b>Weight (Points)</b>
Approach and Work Plan	25
Qualifications and References	25
Experience	20
Price	30
Total	100

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

### **3.0 PROPOSAL SUBMISSION REQUIREMENTS**

#### **3.1 Submission requirements**

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

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

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

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

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

**Proposal for: RFP No. 2021-S-20 Bus Stop Cleaning Services**

**If submitting by mail**, Proposers shall submit one (1) original and five (5) hard copies of their proposal which must be concise and straightforward along with Certification Forms (Appendix B, C, D, F, and G), and one (1) electronic version in PDF format supplied on a USB Flash Drive. The Price Schedule (Appendix A) must be submitted in a separately sealed envelope.

**If submitting electronically**, Proposers must submit the proposal in one electronic file along with Certification Forms (Appendix B, C, D, F, and G) in one electronic file, and submit the Price Schedule (Appendix A) in a separate file. Both files should be clearly titled and submitted together in the same email to [procurement@ccrta.org](mailto:procurement@ccrta.org).

**Only one submission of your proposal is required.** If submitting your proposal by mail, **DO NOT** submit your proposal electronically by email. If submitting your proposal electronically by email **DO NOT** submit it by mail.

### **3.1.3 Late Submittal**

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

## **3.2 Proposal Qualification**

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

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

### **3.2.3 Proposal Preparation**

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

### **3.2.4 Proposal Withdrawal**

Proposals may be withdrawn either personally or by written request prior to the closing time for receipt of proposals. Thereafter, all proposals shall remain valid for a period of one hundred eighty (180) calendar days from the Board approval date.

### **3.3 Release of Information**

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

## SCOPE OF WORK

### 1.0 CONTRACTOR'S RESPONSIBILITIES

The Contractor will furnish all labor, materials, equipment, and supplies to maintain the CCRTA's Bus Stops. **THE CONTRACTOR IS REQUIRED TO SUBMIT AN ELECTRONIC DAILY NOTIFICATION ON ANY MAINTENANCE COMPLETED. DOCUMENTATION MUST INCLUDE DESCRIPTION OF MAINTENANCE COMPLETED.**

**It is strongly recommended that Proposers visit all locations which will be covered under this Contract prior to submitting a proposal.**

- 1.1** The Contractor will maintain all areas covered by the Contract in a pristine condition. The CCRTA's Project Manager will be the field inspector for determining the quality and acceptance of all work. The Contractor is required to visit each service stop as many times as necessary per week to maintain this condition. The Contractor will provide a task report, completed per service stop, in Excel format. The task report must include date, service location, amenities, and description of maintenance performed. The Contractor will at all times, keep the work site free from accumulation of litter, waste materials, debris, and turf material. This includes, but not limited to any paper products, glass, graffiti, hazardous materials, and cigarette butts, etc. Items must be collected and removed from work site after every maintenance service. It is the Contractor's responsibility, **at its own expense**, to properly dispose of such waste materials and debris.
- 1.2** The CCRTA will provide the Contractor with an initial electronic database (Microsoft Excel) of bus stop locations. The Contractor is required to maintain an electronic database of stops serviced and must submit to the CCRTA on a **daily basis**, the services that were completed that day, and at which bus stops, as they have defined in their proposal, Section 1.2.2 – Approach and Work Plan.
- 1.3** The Contractor will perform all maintenance in a professional manner, using quality equipment, methods, and materials. The Contractor will maintain and operate with the highest of standards.
- 1.4** The Contractor will provide for competent superintendence and take precautions necessary to protect persons or property against injury and/or damage and will not interfere with the CCRTA's service; including city, state, and privately-owned operations. This includes, but is not limited to, providing for necessary traffic controls to ensure public safety. The Contractor will be responsible for any sustained injury and/or damage to persons or public/private property.



- 1.5** The Contractor must comply with all applicable local, state, and federal occupational and safety laws and regulations. The Contractor and employees must wear proper protective clothing when performing field work. The Contractor's employees should conduct themselves in a professional, safe and respectful manner at all times.
- 1.6** The Contractor will take any control measures necessary to eliminate fire ants at any of the areas covered by this Contract. This will be an integral part of the Contractor's responsibilities. The CCRTA's Project Manager must be informed before any treatment is applied and written records of all applications must be kept by the Contractor and readily available to the CCRTA.
- 1.7** The Contractor will be responsible to remove any fecal matter from service stops. The Contractor must properly clean and sanitize area and dispose of any hazardous materials. The CCRTA's Project Manager must be informed before any treatment is applied and written records of all applications must be kept by the Contractor and readily available to the CCRTA.
- 1.8** The Contractor will notify the CCRTA's Project Manager of any signs of disease, pests, or unusual hazards. Any chemical or pest control treatment must be completed by a licensed applicator or licensed third party.
- 1.9** The Contractor will keep complete records on all chemical/fertilizer applications. Records will include: date and time, location, weather conditions, wind speed, direction, name of employee, and chemical(s) being applied. An electronic copy of the records will be provided to the CCRTA's Project Manager within two (2) calendar days.
- 1.10** The Contractor must secure, at its own expense, through the City of Corpus Christi's Traffic Engineering Department, a "public right-of-way blockage permit" as necessary.
- 1.11** The Contractor will be notified by the CCRTA's Project Manager on service stop maintenance concerns submitted through the Customer Assistance Form (CAF) system and the Operator Assistance Form. It is the responsibility of the Contractor to respond immediately to each concern and provide resolution within one (1) calendar day of notification. The Contractor must submit an electronic response to the CCRTA's Project Manager acknowledging and completing of task.
- 1.12** The Contractor must remain mindful of customer service and maintain a professional approach/appearance/communication with all riders. The Contractor must ensure that all service crews wear uniforms with the company's logo. The Contractor must provide service vehicles that display the company logo, are in good operating condition, and all aspects of the vehicles body must be professional in appearance. All service vehicles shall comply with all the local and state regulations. All vehicle registrations/tags and insurance must be up to date throughout the term of the contract. The Contractor must take necessary precautions when service stops are populated with pedestrians and/or customers.
- 1.13** The Contractor will be required to respond and correct any concerns provided by the CCRTA's Project Manager within 24 hours of electronic notification. The Contractor will

incur liquidated damages at a rate of \$50 per incident when issues are not corrected within 24 hours of electronic notification.

**1.14** The Contractor must be compliant to all Americans with Disabilities Act (ADA) requirements.

**1.15** The Contractor will furnish MSDS sheets on all chemicals to be utilized in the performance of this Contract prior to their use.

## **2.0 LANDSCAPING**

Maintenance will include all labor, materials, equipment, supplies, and services to maintain turf (and control weeds) in proper condition as described in Section 1.1 of the Scope of Work. It will also include the proper clean-up in the process. Turf care and weed control will receive no less than the following:

The Contractor will mow, trim, and edge within a minimum of a ten (10) wide by forty (40) foot long area from the location of the service stop **for bus stops on a weekly basis**. However, about fifty percent of the bus stops have a ten (10) foot wide by thirty (30) foot long concrete pad at the stops and will require less landscaping maintenance, **thereby reducing the cost for landscaping maintenance**.

**The Contractor will additionally mow, trim and edge in areas, such as Weber at Tiger Lane, at the intersection, which is outside of the 10 x 40 bus stop area, but close enough to the bus stop to make it look unsightly. So, in instances such as this the Contractor should proceed to mow the area from the bus stop to the intersection of Weber at Tiger. An additional 25 locations will be discussed with the successful proposer and these will be landscaped, at 3 times per month, as part of this Contract.**

The Contractor will ensure bus stop sign visibility is not obstructed by tree limbs or other objects. The Contractor will be required to maintain a clearance of no less than twelve (12) feet of the right of way to prevent damage to revenue vehicles. This type of service is typically only requested from the bus operators or riders about 50 times a year.

The Contractor will adhere to City of Corpus Christi Storm Water Quality Ordinances and surrounding service areas.

The Contractor is responsible for collecting trash and ensuring proper disposal.

Please keep in mind while pricing for the landscaping component, the typical dormant grass season, from November to March, which will impact the frequency of mowing maintenance.

**The CONTRACTOR shall operate normal lawn maintenance of all bus stop properties, between the hours of 7:00 a.m. to 8:00 p.m. This is a City of Corpus Christi ordinance.**

### 3.0 TRASH PICKUP

- 3.1** The Contractor is responsible for furnishing all labor and supervision, and any other materials necessary to remove trash from bus stops. The CONTRACTOR must furnish all trash bags consistent with CCRTA requirements. The CCRTA will not be responsible for dumping or landfill fees.
- 3.2** The Contractor will be responsible for picking up trash and cleaning **all bus stops on a weekly schedule** established by the CCRTA Project Manager.
- 3.3** The Contractor will be responsible for providing the CCRTA Project Manager with a report as they have defined in their proposal, Section 1.2.2 - Approach and Work Plan.
- 3.4** The Contractor will be responsible for picking up any trash within a minimum of a ten (10) by forty (40) foot area from the service stop, including but not limited to cigarette butts, gum wrappers, natural debris, etc. In addition, trash remaining within the trash container after the removal of the bag must be cleaned.
- 3.4.1** At the expense of the Contractor, trash bags must be furnished. The size of the bags shall be 38" x 60" with at least a 22-micron thickness.
- 3.5** The Contractor is required to lubricate hinges and locks of the containers and submit an electronic report to the CCRTA's Project Manager on a monthly basis. The report must include the location of the bus stop(s) and date of service.
- 3.6** The Contractor is required to properly close and lock the containers after every service or trash collection.
- 3.7** The Contractor must submit an electronic report to the CCRTA's Project Manager of any damaged or non-functioning containers within one (1) business day of finding.

### 4.0 GRAFFITI

The Contractor must submit a list of chemicals and solvents that will be used to remove graffiti and must receive approval from the CCRTA's Project Manager. The Contractor will remove and/or paint any and all graffiti at service stops while location is being serviced. This includes all of the CCRTA's bus stop amenities to include but not limited to: bus stop signs, bus stops poles, shelters, trash receptacles, bike racks, etc.

The Contractor must follow proper procedures and manufacturer recommendations before any graffiti removal is attempted. The Contractor must contact the CCRTA's Project Manager before any chemical is applied on any CCRTA owned surface. The Contractor will be responsible to repair or replace any damaged caused by improper use of materials. Graffiti maintenance services are typically only requested an estimated 100 times a year.

### 5.0 HOT SPOTS

The CCRTA has added an additional 90 hotspot service visits per week. Originally, all that was required was a single visit to the bus stops once a week. However, over the last couple of years more visits per week, at certain bus stop “hot spot” locations had to be added to the weekly schedule, in order to maintain the pristine appearance for the CCRTA’s bus stops.

In addition, the CCRTA is now adding a servicing requirement for the removal of trash from shopping carts left at the CCRTA’s bus stops, as well as the return of the shopping carts to the stores where the carts originated from. This will entail 30 stops per week, at two (2) times per week.

The CCRTA is to be notified by the Contractor, if a stop needs to be power washed due to odors at the stops or if any fecal or urine is noticed by the Contractor.

## 6.0 CCRTA'S RESPONSIBILITIES

6.1 The CCRTA’s Project Manager will monitor and supervise to ensure that all Contractor responsibilities are being completed and are consistent with the Scope of Work.

6.2 The CCRTA’s Project Manager must approve any additional maintenance expenses requested by the Contractor. It will be at the CCRTA’s Project Manager’s sole discretion to approve payment of any expenses. The CCRTA Project Manager will be responsible to notify the Contractor on bus stop maintenance concerns submitted through the Customer Assistance Form (CAF) system in an electronic form and Operator Assistance Form.

## 7.0 OZONE ADVISORY DAYS

The Texas Commission on Environmental Quality (TCEQ) monitors weather conditions on a daily basis in the Corpus Christi area to forecast the probability of ozone formation. In the event weather conditions indicate that excessive ozone may occur, the National Weather Service working with the TCEQ will issue an air stagnation and ozone advisory for the following day. Radio, television, and newspaper media will relay the advisory to the public.

On Ozone Advisory Days, any grounds maintenance operations requiring the use of gasoline powered engines will **not** be allowed. The CCRTA requires all Contractors to cease any operations that may contribute to an increase in the ozone readings.

## **STANDARD SERVICE TERMS AND CONDITIONS**

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

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

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

Contractor shall submit separate invoices, in duplicate, on a monthly basis or as otherwise specified in the contract documents to CCRTA – 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.

#### **2.1 Prompt Payment**

2.1.1 The Offeror agrees to pay each sub-consultant under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Offeror receives from the CCRTA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CCRTA. This clause applies to both DBE and non-DBE subcontracts.

2.1.2 The Offeror agrees to return retainage payments to each sub-consultant within thirty (30) days after the sub-consultant work is satisfactorily completed. Any delay or postponement of retainage from the above referenced time frame may occur only for good cause following written approval of the CCRTA. This clause applies to both DBE and non-DBE subcontracts.

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

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

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

The estimated quantities for services, supplies or work to be performed noted in the Price Schedule are approximate. These quantities are to be used only for the comparison of proposal and the award of this Contract and are based on past and projected usage.

Contractor agrees and understands that the actual quantities to be utilized are within the sole and absolute discretion of the CCRTA. Should the actual quantities be greater or lesser than the estimates contained in the Price Schedule, Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, Contractor agrees to honor quoted unit prices for the duration of this Contract.

5. LIABILITY INSURANCE COVERAGE.

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

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

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

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

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

6. WORKERS' COMPENSATION.

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

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

6.1. The following definitions shall apply:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project. Duration of the project – includes the time from the beginning of the work on the project until Contractor's work on the project has been completed and accepted by the CCRTA.

Persons providing services on the project (“subcontractor” in §406.096) – includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless the CCRTA, its officers, employees, agents, attorneys, representatives, successors and assigns from any and all claims, demands, costs,



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

8. INDEPENDENT CONTRACTOR.

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

9. ASSIGNMENT.

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

10. AMENDMENTS.

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

11. TERMINATION.

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

12. ADVERTISING.

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

13. GRATUITIES.

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

14. EQUAL OPPORTUNITY.

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

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

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

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

15. ENFORCEABILITY.

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

16. NOTICES.

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

17. INTERPRETATION.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any

term used herein, and acceptance of a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting party has knowledge of the performance and opportunity for objection.

18. LIQUIDATED DAMAGES

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

# **CERTIFICATION FORMS**

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

**Do NOT Alter Any Forms.**

**Doing so will deem your proposal as non-responsive.**

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

**Reminders:**

- Acknowledge any addendums issued on the bottom of (Appendix C) Certification and Statement of Qualifications form.

## APPENDIX A

### PRICE SCHEDULE

RFP No.: 2021-S-20

PROPOSER: \_\_\_\_\_

**INSTRUCTIONS:**

- (1) Refer to "Instructions to Proposers" and quote your best price.
- (2) This is a five-year, fixed-price contract.
- (3) Proposers must complete all information requested.
- (4) ***Submit separately sealed enveloped one (signed) original of this Price Schedule*** to the Corpus Christi RTA – Staples Street Center, ATTN: Procurement Department at 602 N. Staples St., Corpus Christi, TX 78401. On the outside of your sealed proposal include your Firm’s name and address in the top left corner and the information as noted in “Instructions to Proposers”, Section 5.0

#### FIVE (5) YEAR BASE

Description	(A) Unit Cost	(B) Quantity	(C) Weekly Costs (A X B)	(D) Monthly Costs (C X 4)	(E) Annual Costs (D X 12)	(F) 5 Year Base Costs (E X 5)
Landscaping for a 10’ wide x 10’ long area (area has a 10’ x 30’ concrete pad)		831				
Landscaping for a 10’ wide x 40’ long area (area does not have a 10’ X 30’ concrete pad)		544				
Receptacle Trash Pickup		860				
Litter Pickup		1,375				

**APPENDIX A**

**PRICE SCHEDULE  
CONTINUED**

Description	(A) Unit Cost	(B) Quantity	(C) Weekly Costs (A X B)	(D) Monthly Costs (C X 4)	(E) Annual Costs (D X 12)	(F) 5 Year Base Costs (E X 5)
Graffiti Removal (based on annual trends at bus stop shelters)		100				
Tree Trimming (based on annual trends)		50				
Hot Spot Trash Removal at a frequency of 90 additional visits per week at various bus stops		90				
Shopping Cart trash removal and the return of the Shopping cart to original owner (30 visits per week, twice a week)		60				
Extended Grass Mowing for 25 spots at 3 times per month (25 x 3 = 75; 75 / 4 weeks = 18.75)		18.75				
<b>GRAND TOTAL</b>						

**APPENDIX A**  
**PRICE SCHEDULE**  
**CONTINUED**

**Authorized by:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**APPENDIX C**

**CERTIFICATION AND STATEMENT OF QUALIFICATIONS**

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

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

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

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

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

Business \_\_\_\_\_

Address: Street, City, State and Zip

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

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

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

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

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

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

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

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

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

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

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

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

**ADDENDA ACKNOWLEDGMENT**

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

\_\_\_\_\_

**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**  
**Sample Form 1295**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																											
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																																											
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																																											
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																													
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																													
<b>4</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 15%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																						
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<b>5</b> Check only if there is NO Interested Party. <span style="float: right;"><input type="checkbox"/></span>																																													
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address: _____, _____, _____, _____, _____ <span style="margin-left: 100px;">(street)</span> <span style="margin-left: 100px;">(city)</span> <span style="margin-left: 100px;">(state)</span> <span style="margin-left: 100px;">(zip code)</span> <span style="margin-left: 100px;">(country)</span> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="margin-left: 100px;">(month)</span> <span style="margin-left: 100px;">(year)</span> <div style="text-align: center; margin-top: 10px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>																																													
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																													

## APPENDIX F



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 G**

**REFERENCES:** The Proposer must supply a list of four (4) similar projects which your company has completed within the last five (5) years. **DO NOT** include the CCRTA as a reference.

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:

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**APPENDIX H**

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

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

Page: \_\_\_\_

PROPOSER: \_\_\_\_\_

PROJECT: RFP No. 2021-S-20

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

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*

**FOR CCRTA USE**

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

Response:

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

## APPENDIX I

### PROPOSAL SUBMISSION CHECKLIST

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

Proposal Documents Required	Check
Proposals MUST BE submitted in the following format:	
1. Cover Letter	
2. Approach and Work Plan	
3. Qualifications and References	
4. Experience,	
5. Certification Forms:	
5.1 Certification Form (Appendix B)	
5.2 Certification and Statement of Qualifications (Appendix C)	
5.3 Disclosure of Interests Certification (Appendix D)	
5.4 Accessibility Policy (Appendix F) and	
5.5 References (Appendix G)	
Proposals MUST include the following:	
One Original Proposal	
Five hard copies of Proposal	
One Electronic copy on a USB Flash Drive	
<b>Price Schedule (Appendix A) – 1 original sealed in a separate envelope NO OTHER COPIES ARE TO BE SUBMITTED. DO NOT INCLUDE A COPY ENCLOSED WITH YOUR PROPOSAL.</b>	
- Price Schedule (Appendix A) Proposer must:	
1. List the Proposer’s Name	
2. Complete the Price Schedule and Questions	
3. Sign, Print, Date and Provide Title on Price Schedule (Appendix A)	
<b>5.1 Certification Form (Appendix B) – Sign, Print, Date and list Title</b>	
<b>5.2 Certification and Statement of Qualifications (Appendix C)</b>	
- Certification and Statement of Qualifications (Appendix C) Proposer must:	
1. Sign	
2. Print Name	
3. Title and Date	

4. Firm Name	
5. Business address: Street, City, State and Zip	
6. Office and fax telephone numbers	
7. Email address	
8. Firm owner and Firm CEO	
9. Taxpayer Identification Number	
10. Number of year in contracting business under present name	
11. Type of work performed by your company	
12. Have you ever failed to complete any work awarded to you?	
13. Have you ever defaulted on a Contract?	
14. Taxpayer ID# and Date Organized	
15. Date Incorporated	
16. Is your firm considered a disadvantaged business enterprise (DBE)?	
17. If you answered yes to the DBE question, explain type.	
18. <b>Addenda Acknowledgement</b> – write in each addendum issued (i.e. Addendum No. 1, 2, and 3)	
19. <b>DUNS#</b> - Insert your firm's active DUNS#. You may check the status of your firm's DUNS# at SAM.gov	
<b>5.3 Disclosure of Interest Certification (Appendix D)</b>	
Disclosure of Interest Certification (Appendix D) the Proposer must:	
1. Firm Name	
2. Street, City, Zip	
3. Identify your Firm by circling one of 1-4 or provide other in 5	
4. If there is a conflict of interest in the Disclosure Questions, then provide the name of the individual, job title and department or board, commission or committee.	
5. If there is not conflict then move to the Certificate section and Print, list Title, Sign and Date	
<b>5.4 Accessibility Policy (Appendix F) – Sign, List Company, Position, and Date</b>	
<b>5.5 References (Appendix G)</b>	
References (Appendix G) the Proposer must:	
1. List 4 similar projects which the firm has completed within the last	

five year.	
2. Provide a list of contracts that the firm currently has in process.	