



**REQUEST FOR PROPOSALS
FOR
DEPOSITORY AND BANKING SERVICES**

RFP NO.: 2023-S-16

Date Issued: August 28, 2023

Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 602 N. Staples Street, Corpus Christi, Texas 78401 or by email at procurement@ccrta.org until 3:00 p.m. (CST) Monday, October 9, 2023 for Depository and Banking Services. This is a five (5) year service contract. Proposals will be valid for one hundred twenty (120) calendar days from the Board approval date.

PROPOSERS are encouraged to attend a pre-proposal conference on Monday, September 11, 2023 at 3:00 p.m. (CST) in the Boardroom on the second floor of the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions PROPOSERS may have concerning this procurement. While this meeting 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, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) Monday, September 11, 2023.

Requests for Information/Exceptions/Approved Equals are due by 3:00 p.m. (CST), Monday, September 18, 2023 with a response from the CCRTA by Monday, September 25, 2023.

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/. Further information may be obtained from Christina Perez, Director of Procurement, or Sherrié Clay, Procurement Specialist, at procurement@ccrta.org.

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

- Request for Proposals,
- Proposal Submission Checklist (Use As A Reference),
- Instructions to Proposers,
- Special Instructions,
- Scope of Work, and

- Standard Service Terms and Conditions.

Attachments and Certifications:

- Proposed Fee Schedule (Attachment A) - Separate Electronic Attachment (Microsoft Excel),
- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E),
- Bidder/Offeror/Proposer Information Sheet (Attachment F), and
- Request for Information Form (Attachment G).

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,**
- Proposed Fee Schedule (Attachment A) – Separate Electronic Attachment (Microsoft Excel) **One (1) signed hard copy in a separately sealed envelope, and one (1) electronic version in Microsoft Excel format supplied on a USB Flash Drive,**
- Attachments and Certifications: (B, C, D, E, and F).

For electronic proposal submissions, please submit the required documents as separate electronic files, following the instructions below:

- Response to RFP,
- Proposed Fee Schedule (Attachment A), and
- Attachments and Certifications: (B, C, D, E, and F).

Ensure that all three (3) electronic files are clearly labeled with the corresponding document name, and submit them in the same email to procurement@ccrta.org.

FIRMS must submit a proposal, and all documentation supporting the Proposal. The Proposed Fee Schedule is a separate document in Microsoft Excel format. Tab 1 on the Excel file contains the Instructions and Tab 2 is the Proposed Fee Schedule and Signature Page. **Failure to provide this information may deem your proposal to be non-responsive.**

Proposers are to choose one submission option. If submitting by mail, **DO NOT** submit electronically. If submitting electronically, **DO NOT** submit by mail.

Note: Proposer's email submission must be less than 30MB. If your email submission is more than 30MB, submit your proposal via a file storage service such as drop box, hightail, etc. If you choose to submit via a file storage service, send a link to procurement@ccrta.org for the files to be accessed.

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

- Form 1295 "Certificate of Interested Parties"

Proposers are encouraged to utilize the enclosed Proposal Submission Checklist to ensure your proposal package is responsive to the requirements of this RFP.

- Proposal Submission Checklist

PROPOSAL SUBMISSION CHECKLIST

(USE AS A REFERENCE)

Proposal Submission Checklist	Check
Proposals MUST BE submitted in the following format:	
1. Cover Letter	
2. Proposed Fee Schedule (Attachment A)	
3. Attachments and Certifications (B, C, D, E, and F)	
3.1 Certification Form (Attachment B)	
3.2 Conflict of Interest Acknowledgement and Certification (Attachment C)	
3.3 Acknowledgement of Addendum/Addenda (Attachment D)	
3.4 References (Attachment E)	
3.5 Bidder/Offeror/Proposer Information Sheet (Attachment F)	
Proposals MUST include the following:	
If submitting my mail:	
- One Original Proposal (Items 1 – 3.5 (listed above))	
- Five hard copies of Proposal	
- One Electronic copy on a USB Flash Drive	
Electronic Submission of Proposal: Submit by email to procurement@ccrta.org.	
Include the following in one electronic file:	
• Response to RFP,	
• Proposed Fee Schedule (Attachment A), and	
• Submit all Attachments (B, C, D, E, and F).	
2. Proposed Fee Schedule (Attachment A)	
Proposer must:	
List Proposer's Name on Tab 1 and 2 of the Excel files. On Tab 2, Sign, Print, Date, and Title	
3. Attachments B, C, D, E and F	
3.1 Certification Form (Attachment B) – Sign, Print, list Title and Date	
3.2 Conflict of Interest Acknowledgement and Certification (Attachment C)	
- Sign, list Title, Print, and Date	
3.3 Acknowledgement of Addendum/Addenda (Attachment D)	
- List Firm Name and write in each addendum issued (<i>i.e. Addenda No. 1, 2, and 3</i>)	
– Sign, Print Name and Title, and Date	
3.4 References (Attachment E) DO NOT Include CCRTA As A Reference	

- The Proposer must:	
1. List 4 similar projects which he/she has completed within the last five years.	
2. Provide a list of contracts that the firm currently has in process.	
3.5 Bidder/Offeror/Proposer Information Sheet (Attachment F)	
1. Bidder/Offeror/Proposer	
<ul style="list-style-type: none"> - List Company Name, Address, City, State, Zip Code, FEIN/TIN and Unique Identity number - List if the Company is a subsidiary. If yes, name the Holding/Parent Company - List the number of years the Company has been in business - List the Company's Commodity/NAICS Code and Corresponding Index Entry 	
2. Disadvantaged Business Enterprise (DBE) Certification	
<ul style="list-style-type: none"> - If you are currently certified as a DBE, list the year of initial certification and the name of the agency with whom you are certified. 	
3. Bidder/Offeror/Proposer Primary Contact	
<ul style="list-style-type: none"> - List Name, Title, Telephone numbers (office and mobile), and a valid email address 	
4. Authorized Signatory (If different from Primary Contact)	
<ul style="list-style-type: none"> - List Name, Title, Telephone numbers (office and mobile), and a valid email address 	

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 Proposal 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 Proposal in ink or be typewritten.

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. 2023-S-16 Depository and Banking Services**

Proposal Due Date: Monday, October 9, 2023 by 3:00 p.m. (CST)

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

For electronic submission of your proposal, please email your proposal to procurement@ccrta.org before the proposal submission deadline.

- 5.2. **The Proposed Fee Schedule (Attachment A) should be submitted in a separately, sealed envelope** along with the proposal and required Attachment forms. **If submitting electronically, the Proposed Fee Schedule (Attachment A) must be submitted in a separate electronic file from the proposal. All three (3) files should be clearly labeled with the corresponding document name, and submitted in the same email.** Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the Request for Proposals. Proposals received after the published time and date cannot be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the proposer for return of the proposal.
- 5.3. **Schedule**
Proposals shall be governed by the following schedule:
 - **August 28, 2023 – RFP Issued**

Proposal documents are available at the CCRTA Website: www.ccrta.org/news-opportunities/business-with-us/.

- **September 11, 2023 – Pre-Proposal Conference** will be held at 3:00 p.m. (CST) in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To remotely attend, please send a request for login information to procurement@ccrta.org by 1:00 p.m. (CST) on this day.
- **September 18, 2023 – Requests for Information/Exceptions/Approved Equals Due**
Written Requests for Information (Attachment G) 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, 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.
- **September 25, 2023 – 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/.
- **October 9, 2023 – 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 Street, Corpus Christi, Texas 78401 or submitted electronically by email to 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 – November 1, 2023**
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. PROPOSALS CLOSING.

Only the names of Proposing Firms that submitted proposals will be announced by the CCRTA at the proposal closing. Price Proposals will not be opened. 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.

Proposers are welcome to attend the Proposal Closing scheduled for Monday, October 9, 2023 at 3:30 p.m. (CST) in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To attend the Proposal Closing remotely, please submit a login request to procurement@ccrta.org by 1:00 p.m. (CST) Monday, October 9, 2023.

8. EVALUATION FACTORS.

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

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

9. ELIGIBILITY FOR AWARD.

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

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

- 9.3. Responsible proposers at a minimum must:
- 9.3.1 Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;
 - 9.3.2 Have a satisfactory record of past performance;
 - 9.3.3. Have necessary management and technical capability to perform;
 - 9.3.4. Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;
 - 9.3.5 Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and
- 9.4. 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 board approval of an award. The protest shall state the name and address of the protestor, refer to the project number and description of the Request for Proposals, and contain a statement of the grounds for protest and any supporting documentation. For federally-assisted contracts, certain additional protest procedures apply and may be found in the Supplemental Conditions contained within the Request for Proposals.

13. EQUAL OPPORTUNITY.

Proposers are expected to comply with all applicable federal, state and local laws concerning Equal Opportunity in employment and in the provision of goods and services by the proposer.

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.)

Proposers must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate of Interested Parties" upon notification that Proposer 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. 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.

16. NO DIRECT CONTACT WITH CCRTA BOARD MEMBERS

Proposers are advised not to contact any Board members of the CCRTA directly in any manner during this proposal process. All communications directly with the Board should be reserved for public meetings in which this item is properly posted on the agenda. All communication regarding this RFP must be made through the Procurement Department.

SPECIAL INSTRUCTIONS

1.0 GENERAL

1.1 Introduction

The Corpus Christi Regional Transportation Authority, hereinafter referred to as the “CCRTA” is requesting competitive proposals for Depository and Banking Services from qualified banking intuitions interested in a five (5) year service contract. Services for this contract will begin on January 1, 2024.

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

- Cover Letter,
- Approach and Work Plan,
- Qualifications, Related Experience, and References,
- Proposed Staffing and Project Organization,
- Certificate of Errors & Omissions and Liability Insurance,
- Attachments and Certification Forms (B, C, D, E, and F), and
- Proposed Fee Schedule (Attachment A) **(submitted in a separately sealed envelope) and one (1) electronic version in Microsoft Excel format supplied on a USB Flash Drive.**

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

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 – 30 Points

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

- 1) Describe the approach to completing the tasks specified in the Scope of Work.

- 2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

1.2.3 Qualifications, Related Experience and References – 35 Points

Proposer must provide detailed qualifications, related experience and references using (Attachment E) in performing this type of work.

Considerations will be given to financial strength, stability, experience and technical competence of the institution and its affiliates; the ability, capacity and expertise in service quoted, integrity, reputation, and character of the proposer. Experience in providing services similar to those requested herein, experience working with public agencies, and the performance on previous contracts with similar customers as well as the assessment by other client references.

Include a statement regarding your experience in security breaches that occurred in the last twelve (12) months and explain the corrective actions taken and identify any recurrences. Also provide the number of down time hours experienced in the last twelve (12) months and indicate to what degree customers were affected.

In addition, the proposer must provide the following information and meet the subsequent requirements for their banking institution:

- 1.2.3.1** Copy of current license.
- 1.2.3.2** Copy of call report.
- 1.2.3.3** Provide current certification and rating of the respondent's Community Reinvestment Act (CRA) by its rating agency. Copy of latest CRA rating.
- 1.2.3.4** Provide the most recent senior and subordinate debt ratings of the holding company or if not rated, the rating from an independent rating agency such as Highline, Veribanc, or comparable bank rating agency.
- 1.2.3.5** The bank must notify the CCRTA within thirty (30) days of any change in credit ratings during the contract period. Confirm agreement to this requirement.
- 1.2.3.6** Statement of no outstanding or pending complaints as determined through the Better Business Bureau or any other regulatory agencies.
- 1.2.3.7** Copy of Insurance Certifications both Commercial Liability and Errors and Omissions.

- 1.2.3.8** Provide a link to the most recent audited annual financial statements of the respondent.
- 1.2.3.9** The respondent will be required to submit an audited statement to the CCRTA each year of the contract period, as soon as it is publicly available. A confirmation to this agreement is required.
- 1.2.3.10** List of references from three comparable Texas public entity clients. For each reference, include the length of time under contract, a client contact, title, email address, and telephone number.
- 1.2.3.11** Provide a copy of all depository and service agreements which will be required to be executed under the contract for services rendered including any standard depository and collateral agreements and any service agreements which will need to be executed including wire transfer agreements. Any changes required on the agreements will be discussed and agreed upon before award of the contract is made by the CCRTA.
- 1.2.3.12** Be a banking corporation authorized to do business in Texas.
- 1.2.3.13** Be a member of the Federal Reserve System and have access to all services.
- 1.2.3.14** Be a full-service financial institution in good standing.
- 1.2.3.15** Compliance with state and local laws.
- 1.2.3.16** Be capable of servicing CCRTA's accounts.
- 1.2.3.17** Have established branch offices in Corpus Christi, Texas, a local branch in close proximity to 602 N. Staples Street is required for deposits of coin and currency and must be available with drive through teller services between the hours to 9:00 A.M. to 5:00 P.M.
- 1.2.3.18** Be a qualified depository for public funds and have sufficient qualifies collateral available to pledge in accordance with banking regulations based upon public funds provisions of the banking code.
- 1.2.3.19** Be able to offer interest for the CCRTA's interest bearing accounts.

1.2.4 Proposed Staffing and Project Organization – 20 Points

Proposer must provide the following:

- 1.2.4.1** Identify the size and scope of your public banking unit, bank officers responsible for CCRTA's accounts, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team. Specifically:
- 1.2.4.2** 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).
- 1.2.4.3** 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.
- 1.2.4.4** Education, experience, and applicable professional credentials of proposed project staff.
- 1.2.4.5** Furnish brief resumes (not more than two (2) pages each) for the proposed Project Manager and other key personnel.
- 1.2.4.6** Include a project organization chart which clearly delineates communication and reporting relationships amongst the project staff.

1.2.5 Proposed Fee Schedule (Attachment A) – 15 Points

(Separately sealed envelope) and provide one (1) electronic version in Microsoft Excel format supplied on a USB Flash Drive

Proposer must submit the Price Schedule (Attachment 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.) Proposed Fee Schedule must be submitted in a separately sealed envelope, and one (1) electronic version in Microsoft Excel format must be supplied on a USB Flash Drive.

1.2.6 Errors and Omissions Coverage

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

date, continuity date, or retroactive date must be before the effective date of this contract.

The Proposer shall provide certificates of insurance to the CCRTA as evidence of the insurance coverage required.

1.2.7 Attachments and Certification Forms (B, C, D, E, and F)

2.0 PROPOSAL EVALUATION

An evaluation committee will privately evaluate all responsive proposals based upon the evaluation criteria, and their respective weighted importance, specified in Section 2.1, Evaluation Criteria. This allows the CCRTA to analyze proposals on an equal basis and affords all proposers the opportunity to know the basis upon which their proposals will be evaluated. Those proposals furnished complete with all required documentation will be evaluated. Those proposals found incomplete or failing to address the needs of the CCRTA, as stated herein, will not be evaluated.

An award, if any, will be made to the proposer whose proposal or Best and Final Offer (BAFO) (where applicable) is deemed most advantageous to, and in the best interest of the CCRTA and the general public; cost and other factors considered, after evaluation in accordance with the evaluation criteria.

2.1 Evaluation Criteria

Section	Evaluation Criteria	Weight (Points)
1	Approach and Work Plan	30
2	Qualifications, Related Experience, and References	35
3	Proposed Staffing and Project Organization	20
4	Cost	15
Total		100

The CCRTA will first evaluate the proposals on all factors other than cost. After a preliminary evaluation, the Proposed Fee Schedule (Attachment A) will be opened and included in the evaluation process. Evaluation points for cost will be assigned based on a lowest cost (most points) to highest cost (least points) ranking of proposed cost packages. The maximum points available for cost are **15 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.

2.2 Shortlisted Proposers

The CCRTA reserves the right to determine a shortlist of proposers in the competitive range in accordance with the evaluation criteria set forth above in Section 2.1 (“Evaluation Criteria”).

2.3 Oral Presentation and Demonstration

Shortlisted Proposers may be asked to make an oral presentation and demonstration of their product(s) or services during the Proposal evaluation process. Such presentations and/or demonstrations will be conducted at the CCRTA located at 602 N. Staples Street, Corpus Christi, Texas 78401 or via a video conferencing platform, to be determined by the CCRTA. Proposers are responsible for all travel expenses incurred. The CCRTA reserves the right to award a contract without Proposer presentations.

2.4 Best and Final Offer (BAFO)

After determination of the Shortlisted Proposers, the CCRTA shall determine whether acceptance of the most favorable initial proposal(s) without proposer discussion is appropriate, or whether discussions and/or negotiations should be conducted with one or more Shortlisted Proposers.

The CCRTA reserves the right to make minor related changes to the RFP during BAFO negotiations. All Shortlisted Proposers shall be notified of any changes in order to prepare their BAFO.

If the CCRTA elects to enter into discussions with one or more proposers, the proposer(s) may be requested to submit a BAFO at the conclusion of discussions and/or negotiations. Any changes to the proposer’s initial proposal, including any issues addressed in discussions, must be submitted in writing in a BAFO in order to be considered. If the proposer fails to submit a BAFO at the conclusion of discussions and/or negotiations, the CCRTA will consider the original submitted Price Proposal as its BAFO.

Following an independent and final evaluation utilizing the evaluation criteria in Section 2.1, the evaluation committee will make a recommendation for award of a contract. Scores from the first phase of the evaluation have no bearing on the final BAFO evaluation, and the recommendation for award will be based solely on the scores from the BAFO evaluation.

SCOPE OF WORK

1.0 DESCRIPTION

The Corpus Christi Regional Transportation Authority (CCRTA) is seeking proposals from qualified banking institutions to provide various banking services for five (5) years to fulfill the CCRTA's fiduciary responsibility to protect public funds, beginning January 1, 2024 through December 31, 2029. The objective is to identify the banking institution that can offer the most comprehensive services at the most competitive rates.

The CCRTA intends to minimize banking costs, maintain or improve operational efficiencies and maximize its earning potential through this contract. This RFP represents the CCRTA's cash management goals, estimated service volumes and terms and conditions. The banking services described in this RFP are directed toward four major goals:

- 100% utilization of funds
- Safety of the CCRTA's funds and securities
- Efficient and cost-effective utilization of available banking services
- Minimization of bank costs for the CCRTA

2.0 BACKGROUND

The CCRTA was established by referendum on August 10, 1985, as a political subdivision of the State of Texas. The CCRTA is a regional provider of mass transportation services primarily within Nueces County and also part of San Patricio County. Nueces County includes Agua Dulce, Bishop, Corpus Christi, Driscoll, Port Aransas, Robstown, and unincorporated areas. San Patricio County includes the cities of Gregory and San Patricio. The total area is 846 square miles and has a population of 353,618 according to the 2020 United States Census.

The Chief Executive Officer (CEO) is responsible for the operations of the CCRTA. The Finance Department is responsible for all treasury and investment activities as well as the day-to-day operations of all accounting functions including accounts payable, receivables, fixed assets, payroll, and money room operations. The Managing Director of Administration and Director of Finance serve as the Investment Officers of the CCRTA. The CCRTA also contracts investment advisory services from a registered investment financial advisor.

Managing incoming and outgoing payments is critical to the CCRTA. Incoming payments consist of credit cards, checks, and electronic payments. We require a merchant services account that will help accept credit card payments either through our website (with a payment gateway for ecommerce transactions), or for physical card processing through a terminal or mobile device.

The primary responsibility for administration of the banking services depository

contract will reside with the Director of Finance, who will monitor the bank’s costs and performance against provisions of the proposal and the resulting contract. The Director of Finance will also be responsible for administering the contract with respect to day-to-day activities, including deposits and withdrawals, ACH transactions, maintenance of account balances, daily reporting, etc. A list of the CCRTA personnel authorized to deal directly with the bank will be provided following the contract award. The bank shall be required to provide the CCRTA with a similar list of authorized personnel.

3.0 IMPLEMENTATION TIMELINE

The contract period will commence January 1, 2024. CCRTA recognizes that not all services and funds will be transferred by this date but expects that most funds should be transferred by that date and that all services should be available by that date. Collateral shall be in place before any CCTRA funds are transferred.

- a. Provide a proposed, detailed timeline for transitional implementation of the contract. Include each activity required defined by its responsibility party and assigned responsibilities. Denote any limitations or potential delay points. The timeline must reflect the number of business days required to assure the services are in place or the end date of when such services will be in place and available to the CCRTA.
- b. Default in promised delivery of services, without acceptable reasons, or failure to meet the terms or conditions of the depository contract without remedy, shall result in CCRTA’s having a right to terminate the contract, but the exercising of such right to terminate the contract does not limit any other remedies CCRTA may have for damages or other relief under law.

4.0 REQUIRED BANKING SERVICES

4.1 Consolidated Account Structure

The CCRTA currently maintains four (4) bank accounts, two (2) of which are ZBA subsidiaries to the master. The CCRTA reserves the right to open additional accounts either subsidiary to the Main Account or stand-alone in accordance of the CCRTA’s finances and may be either zero-balance or regular accounts as required.

Bank	Type	Activity
Main Account	Checking	All deposits and disbursements
Payroll Account	ZBA Checking	Payroll
Claims	ZBA Checking	Health care claims
Lock Box Account	Service	Payments from customers

The CCRTA is interested in assuring that all funds are earning at the best, then-current interest rates at all times. The CCRTA currently use an automated sweep to a money market mutual fund which will be considered for continuance

under this RFP as a preference. A bank alternative structure may be proposed if competitive in order to reach its full investment goal and to minimize collateral requirements. Availability of spread products for money market accounts by be considered as a potential option.

An AAA-rated SEC registered money market fund which strives to maintain a \$1 NAV should be used for the sweep. If the bank as a valid alternative to a SEC money market fund in compliance with the CCRTA’s Investment Policy, it may be presented. A repurchase agreement or off-shore accounts are NOT acceptable as sweep investment vehicles.

- a. Describe the bank’s ability to provide a ZBA sweep structure and indicate whether the sweep would be from the master or subsidiary account(s).
- b. How is sweep activity reported? Is a separate monthly report provided?
- c. How is interest from a sweep applied. (Master account only or separate accounts?).
- d. Describe any alternatives to the sweep proposed.
- e. If the internal IB and MMA accounts rates are indexed (verses managed) provide the index base.
- f. Provide the prospectus for any sweep fund alternatives. An AAA-rated, SEC registered fund striving to maintain a \$1 NAV is required for such a sweep.
- g. Is the sweep processed as the last transaction of the day? If it is a next day sweep, describe how funds are collateralized for funds held un-invested overnight.
- h. The CCRTA may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contract amount. Confirm agreement to this condition.
- i. The City may contract for new services not proposed (or known) by the bank at this time. Unanticipated or new services may be charged at not more than the then-published rates. Please confirm agreement to this condition.
- j. Will the bank assess a direct balance-based fee on the account analysis? What is the current rate?
- k. Complete the following table with the rates for each category for the last twelve months and the current rate.

Type	Avg Past 12 months	Current Rate
ECR	%	%
Interest Bearing Accounts	%	%
Money Market Accounts	%	%
Sweep MMMF	%	%

4.2 Automated Cash Management Information and Imaging

The CCRTA requires web-based automated cash management services and daily balance reporting (prior and intra-day) for timely access to balance information and transactions. It requires a high degree of automation in all service areas.

Imaging of all checks, deposit slips and deposit items is required. All statements and account analyses must be available in electronic form along with available archiving of information. To reduce paper handling and storage, the CCRTA is focused on electronic processing and imaging.

The CCRTA desires timely access to downloadable information for direct download to the CCRTA's accounting software Central Square Technologies. Daily balance reporting should include detail on all transactions with summary reporting on closing ledger and collected balances, at a minimum.

- a. Provide a link to the automated information system with a password for the CCRTA to review the capabilities
- b. Fully describe and list the bank's on-line service capabilities and systems.
- c. Describe the ability to search on historical transactions and reports as well as the ability to retrieve and download historical images.
- d. What level of customization is available for reporting?
- e. When is previous day information available? Is intra-day information real-time or periodically made available throughout the day? Specify.
- f. Define the history retention schedules for various information.
- g. Describe provisions for off-site backup and continuation of services in local or regional disaster situations.
- h. Describe the security protocol for online services. How is authentication and authorization provided?
- i. How and by whom is the administration of the security module established and maintained?
- j. What are the hours of available technical support? How is the support provided? Is training available?
- k. What items are imaged (checks, statements, deposits slip, deposited items, etc.)?
- l. Describe your event messaging process. Must the user be online or are text/emails sent directly to individuals as defined?

- m. Do you provide download services for other entities using Central Square Technologies ERP software?
- n. Provide a list of other ERP software you are downloading information into.
- o. Describe your mobile services including security provisions for those services.
- p. Describe any cash forecasting capabilities.

4.3 Cash Deposit Requirements

The CCRTA's cash management policies require daily deposits to be made Monday through Friday. Although the CCRTA strives in performing the majority of its banking activities electronically, there is still a need for using the services of physical bank branches in close proximity to the Administrative Offices located at 602 N. Staples St., Corpus Christi, Texas 78401.

The CCRTA utilizes the services of a courier to transport bus fare deposits four (4) times a week. In addition, staff may need to walk deposits to a local bank branch.

- Deposits from fares collected by customer service are normally made daily Monday through Friday by 3:00 p.m. to ensure same-day credit.
 - Twenty (20) zipped bank bags are currently used to transport the deposits sealed in plastic bags.
- Deposits from bus fare collections transported by armor truck are normally made on Monday, Tuesday, Wednesday, and Friday each week. These deposits are retrieved by courier from the CCRTA's Bear Lane facility and delivered to the bank.
 - Deposits collected in this fashion are stored in heavy duty, sealed plastic bags.
 - Deposits of coin are in some cases Fed-ready.

4.4 Fund Transfer and Wire Transfer Services

International wire capability is required. Incoming wire transfers must receive immediate, same day collected credit. Wire initiation must be available online. The CCRTA requires that wires be released the same or scheduled business day if information is provided by the established deadline. The CCRTA will require compensation for delays caused by the bank at that day's Fed Funds rate.

- a. Are wires and book transfer transaction initiated online?

- b. Can wire status be monitored online? Is online notification on wires provided?
- c. Can repetitive templates be created and stored? Is there a fee?
- d. Describe the wire security protocol. What level of authorization/release do repetitive or non-repetitive wires require? Is dual authorization required for all wires?
- e. Is future dating of wires and transfers available? How far in advance?
- f. Can international and FX wires be sent from the online system?
- g. Describe wire access on mobile devices.
- h. State wire access and cut-off times.
- i. Describe the processing of book debits/credits.
- j. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of schedule activity or incoming wires.
- k. Can internal account transfers be processed totally on-line? Book debits/credits? Is there a charge for internal transfers?

4.5 ACH Inflows and Outflows

The CCRTA expects to continue moving toward more ACH transactions for vendor transactions. ACH is currently used for payrolls and periodic transfers through the accounts and there are fraud filters in place. The CCRTA requires pre-notification and filters/blocks on all accounts. The bank must be a member of SWACHA.

- a. Is online ACH service available for individual transactions as well as by transmission for batched files?
- b. Can you provide same-day, one-day, and two-day transactions?
- c. Will CCRTA be debited on initiation or settlement?
- d. What is the policy and process for handling of ACH returned items?
- e. Can ACH items and files be future dated? How are in the future?
- f. What specific filters and blocks are available? How are items reported?
- g. What process is used for file and item reversals and deletions?
- h. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements? How is the addenda information made available – online and on reports?

- i. What protective measures will the bank take to prevent or recover from electronic fraud?

4.6 Automated Daily Balance Reporting

The CCRTA requires an automated PC-based reporting system for access to the closing ledger and available balances. Stipulate the time at which the access to the closing ledger and balances are available and describe the system to be used. Reporting should include balance and detail reporting. Samples of the reports are to be included in the proposal.

4.7 Sweep Account Provisions

Currently, balances are being used for compensating balances, but will be reduced when a sweep can be re-initiated. The CCRTA reserves the right to utilize either a compensating balance or fee basis for compensation. The CCRTA will determine the methodology to be used. A sweep account is anticipated to minimize funds left in the bank and to minimize collateral requirements.

4.7.1 Under a compensating balance payment methodology all accounts will be swept to their compensation balance each night when a sweep is re-instituted.

4.7.2 Under a fee basis all accounts will be swept to zero and within five (5) business days of receipt of the monthly account analysis (and pending approval of the fees by the CCRTA) the bank may direct debit the designated account for fees due.

4.7.3 A complete account analysis will be required monthly regardless of the payment basis.

4.7.4 If the CCRTA chooses, the bank will be responsible for automatically sweeping to the compensating balances in all accounts daily to an investment option.

a. Describe the sweep options and, if a money market fund is used, provide a prospectus.

b. Is the sweep processed as the last transaction of the day? If it is a next day sweep, describe how funds are collateralized for funds held un-invested overnight.

4.8 Standard Disbursing Services

Standard disbursing services for all accounts are required to include the payment of all checks upon presentation. Payrolls are paid by ACH but may issue checks for existing employees. An occasional physical check may be

written during the pre-noting process period. Payroll is paid is paid biweekly averaging 203 employees per pay period and averaging \$448,000 but may have the need to run payroll on off cycles.

The CCRTA currently utilizes payee positive pay services on main operating and payroll accounts and will require it under the proposed contract. The CCRTA also intends to continue to move toward more vendor payments by ACH.

- a. When is daily check clearing information available online through intra-day reporting? How long are transaction details maintained online?
- b. The CCRTA requires the bank to cash free of charge any non-account holder payroll checks for the CCRTA employees at the bank. Confirm agreement with this condition.
- c. Describe the bank's virtual credit card capabilities?
- d. Describe any commercial card program available including any rebate opportunities.

4.9 Standard Deposit Services

Standard commercial deposit services are required for all accounts. Deposits are taken by armored card to a branch not a vault. The CCRTA expects all deposited checks to clear based on the bank's current published availability schedule, but any expedited availability options should be noted in the proposal. All cleared deposits received by the bank's established deadline must be processed for same day credit. The bank shall guarantee immediate credit on all incoming wires, ACH transaction, on-us items, and U.S. Government security maturities and coupon payments. Failure to credit the CCRTA accounts in a timely fashion will require interest payment reimbursement to the CCRTA at the then-current daily Fed Funds rate.

- a. What is the bank's daily cut-off time to assure same day ledger and, pending availability?
- b. Can the bank accept armored car deposits at a branch?
- c. Is a vault deposit required? Describe.
- d. When and how are credit/debit advises sent to the CCRTA? (Preference will be given to electronic deliver.)
- e. What images are provided online? When?
- f. How does the bank handle discrepancies in deposit amounts? What dollar limits are used for decisioning? What settlement process is followed?
- g. How and when does notification of return items take place?

- h. How are returned checks reported to the CCRTA? Do all NSF/returned items advices include a full description and reason for return? Are these available from the bank?
- i. Can the bank handle location tracking on deposits? Describe.
- j. What advance notice is required for change orders? Describe.
- k. Provide a list of all the bank's locations in Corpus Christi.
- l. Besides positive pay, how does the bank assist in fraudulent check recovery?

4.10 Reporting and Account Analysis

Monthly account analysis records must be provided by the bank on a timely basis for each account and on a consolidated (relationship) basis. total account basis. Within five business days of the CCRTA's receipt of the account analysis and subsequent approval of the fees by the CCRTA, the bank may direct debit to the designated account for fees due if compensation is being calculated on a fee basis.

A completed account analysis will be required monthly regardless of the payment basis.

- a. When is the analysis available online each month?
- b. How long is it maintained online?
- c. Provide a sample.

4.11 Daylight Overdraft Provisions (also called intraday overdraft)

Every effort will be made to eliminate daylight and inter-day overdrafts. However, because this situation may arise, state the bank's policy regarding account and total account overdraft policy. The CCRTA prefers aggregation of accounts for overdraft purposes.

- a. Are all accounts aggregated for overdraft calculation purposes or do accounts stand-alone?
- b. State the rate basis for intra-day and overnight overdrafts.

4.12 Collateralization of Deposits

Authorized collateral, as defined below, must be pledged against the total of time and demand deposit net of FDIC insurance with a 102% margin to deposits and maintained daily by the bank. All of the CCRTA's requirements listed below, including those more restrictive than the Public Funds Collateral Action, must be met by the bank.

The CCRTA will consider a blanket approval for collateral substitution if the CCRTA has online daily access to view the collateral, if the collateral is marked to market daily and if the custodian provides a monthly report.

If exceptions are made they must be fully detailed in the response. Preference will be given to pledged individual securities over a letter of credit.

- All collateral pledged to the CCRTA must be held in an independent, third-party bank outside the bank's holding company.
- A depository agreement shall be executed with the CCRTA for custody of pledged securities in full compliance with FIRREA requiring a bank resolution (or completion of Circular 7 if the Federal Reserve is acting as custodian.).
- All time and demand deposits above FDIC coverage shall be collateralized at a market value minimum of 102% of principal plus accrued interest daily.
- The bank shall be responsible for the daily monitoring and maintaining of collateral at the CCRTA's required margin levels.
- Pledged collateral shall be evidenced by original safekeeping receipts/report/advices sent directly to the CCRTA's preferably by the custodian within one business day of receipt.
- The CCRTA shall review a monthly report of collateral pledged including description, par, and cusp. Market values are preferred.
- Collateral must be in place before deposits are made originally.
- Authorized collateral includes only:
 - Obligations of the US Treasury.
 - Obligations of US Government agencies and instrumentalities including mortgage-backed securities and CMOs which pass the bank test.
 - Obligations of US states and their subdivisions rated A or better.
 - FHLB letter of credit.
 - a. State the bank's acceptance of the collateral conditions above. Note any exceptions.
 - b. What institution will be bank use to serve as the Custodian?
 - c. Is the respondent requesting a blanket approval for substitutions?
 - d. Will monthly reports and receipts be provided by the custodian?

4.13 Stop Payments

An online stop pay process is required. The proposal must include a statement on the proposed stop payment process on an automated basis. Describe the process.

- a. What are the time periods available for stop pays?
- b. What are the time periods for extended/renewed stop pays?
- c. How is a stop pay extended/renewed?
- d. Can a stop pay be initiated through positive pay file? Describe.
- e. What is the deadline for same day action on stop pays?
- f. What information on current and expiring stop pays is available on-line?
- g. Will the on-line system verify if the check as cleared before accepting the stop payment?

4.14 Positive Pay

4.14.1 The CCRTA requires payee positive pay services with complete indemnification for fraudulent checks. Payee verification is currently used on two (2) accounts. The bank must provide a fully automated, web compatible transmission process. Transmissions will be made as part of each check run. Manual check information must be able to be input online. Batch and individual transactions may be submitted.

4.14.2 The CCRTA utilizes full reconciliation on the two (2) accounts and needs the ability to download clearing information to the internal general ledger system.

- a. Describe data transmission file and timing requirements for check registers. Are transmissions charged by file or by detail item?
- b. Is payee positive pay input for manual checks available on-line? Describe.
- c. At what specific time is positive pay exception information report to CCRTA? How is notification made? Is there daily notification of exceptions? Must the staff member be online to receive notification?
- d. At what specific time is the response required for the CCRTA's exception elections?
- e. Does the bank review exceptions (scrub) errors for possible repair before creating a CCRTA exemption item?
- f. Are all checks, including those received over-the-counter by the tellers, verified against the positive pay file before processing? How

often is teller information updated? If not verified, what are the process, liability, and security of OTC transactions?

- g. Describe your partial and full reconciliation services including specific transmission requirements and reporting. What reports are available?

4.15 P-Card and T-Card Services Including Lost, Stolen, or Fraud

The current P-Card program has approximately 22 credit card holders that allows paying for small-dollar procurements using a purchasing card provider that is automated for reconciliation efficiency. Requirements include:

- 4.15.1** Automated approval and reconciliation software. This software should provide for the ability to integrate to the CCRTA's accounting records in a timely fashion.
- 4.15.2** A program that is simple and easy to use and upload to the accounting software.
- 4.15.3** Comprehensive control restrictions for single transactions, the number and amounts authorized per day and per cycle; and restrictions on the types of vendors and change category codes with which the card may be used.
- 4.15.4** A broad selection of reports or ad hoc reporting ability
- 4.15.5** Training Materials
- 4.15.6** Customer Support
- 4.15.7** Program rebates

The CCRTA would like to offer an on-line T-Card Program to establish a more efficient, cost-effective method of processing travel purchases and payments to not only the current P-Card holders, but to employees who are required to travel but are not on the P-CARD system.

4.16 Merchant Services

Managing incoming and outgoing payments is critical to the CCRTA. Incoming payments consist of credit cards, checks, and electronic payments. We require a merchant services account that will help accept credit card payments either through our website (with a payment gateway for ecommerce transactions) or for physical card processing through a terminal or mobile device.

Managing outgoing payments involves paying suppliers and employees in the most efficient and advantageous ways. This might entail business credit cards for point of sale transactions or virtual card numbers. ACH/EFT is another common payment method for paying our suppliers in a predictable and cost-effective manner and providing direct deposit for employees. Checks, bill pay,

and wire transfer are other payment types that the CCRTA utilizes. It is the CCRTA's goal to integrate outgoing payment activity directly with our account system to provide a greater degree of simplicity and automation.

4.17 Services to Unbanked Employees

A mandatory direct deposit for all employees is utilized by the CCRTA. In accordance with the Texas Mandatory Direct Deposit and U.S. Department of Labor regulations which allows employees to accept direct deposit only as long as the employee gets to choose the bank, is given the 60-day advance notice, and the employee is not charged any processing fees. Describe the options your bank has available to accommodate unbanked employees.

- a. Does the bank have banking services program available to give employees the opportunity for enhanced banking services?
- b. List services provided under this program with applicable discounts or fees to the employee of the CCRTA.

4.18 Lockbox Services

The CCRTA currently utilizes lockbox services for certain revenue collections. Describe the service including the lockbox location and a full description of the service. Include whether the lockbox site including all the technology, software and processes are owned by your bank or outsourced to a third-party.

4.19 General

The CCRTA's policy is to provide maximum protection of its deposits. The CCRTA reserves the right to separately invest excess funds through the depository bank or other institutions. The CCRTA does have a formal Investment Policy.

4.20 Wire Transfers-Incoming

Transfers received by the bank prior to the end of the business day, as "available for investment" by the CCRTA, regardless of the time of actual receipt by the bank. Should a wire transfer not be received by the bank as specified above, then the wire transfer will be traced from origin to destination to ascertain the party responsible for delaying the transfers. If necessary, adjustments will be made as soon as possible for any lost interest.

4.21 Statement and Advice Frequency

The bank must provide monthly account statements on all accounts with complete supporting documentation. The CCRTA currently receives statements

online. All accounts must be on a calendar month cycle. Timeliness of statements is critical and non-performance will be grounds for termination.

- a. When are monthly statements available online each month?
- b. How long are they maintained online?
- c. Provide a sample.

4.22 Designated Account Executive

To ensure smooth contract implementation and the continuation of service levels, a specific account executive and a back-up at the local bank must be assigned to the CCRTA account. These individuals will be responsible for coordinating services and expediting solutions of any problem encountered. The account executive should be available to meet with the CCRTA staff to review the relationship and discuss banking matters as needed and, at a minimum, annually.

- a. What level of support is provided by the local representative?
- b. How often does the representative plan to meet with the CCRTA on services?
- c. Provide the name and title of the proposed account executive and the back-up.

4.23 Safekeeping/Custody Services

The bank should provide a book-entry safekeeping/custody services owned by CCRTA. Currently CCRTA averages 15 positions (cusips) in safekeeping. All CCRTA investments will be made by the CCRTA, or its investment adviser, and instructions for clearing and safekeeping will be transmitted to the bank in writing or on its automated system.

The bank will not be used for brokerage services in order to perfect delivery versus payment. Therefore, all trades will be third party clearing.

All securities must be cleared on a delivery versus payment (DVP) basis and ownership documented by original clearing confirmations and safe-keeping receipts/reports/advices provided within one business day of the transaction. Funds for investments will be drawn from the CCRTA designated account. All coupon payments and maturities must receive automated same day collected credit on the CCRTA's designated account without requiring any additional CCRTA action.

If the bank is not a member of the Federal a correspondent bank for safekeeping/custody of the CCRTA securities, the transactions will be handled through the depository bank's systems and shall not require additional

interaction by the CCRTA with the correspondent bank. No delay in transactions, wires, or flow of funds will be acceptable under a correspondent relationship.

- a. Does the bank provide safekeeping/custody services? Is the respondent proposing safekeeping or custody services?
- b. Are trades entered on an automated system? Does the system require dual authorization or initiation/release? Describe the process and show example screens.
- c. Is online monitoring of transaction available? How?
- d. Is online access to securities holdings available? How?
- e. Describe bank safekeeping arrangements proposed if a correspondent bank is to be used.
- f. How are services charged (cusip or Par Amount, etc.) for individual clearing, safekeeping, and income distribution?
- g. Will safekeeping be hard charged or charged through analysis?
- h. Are notifications sent on all transactions? When and how?
- i. Is there a fee charged for late instructions?

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**

The Contractor shall submit invoices, on a monthly basis or as otherwise specified in the Contract documents to AccountsPayable@ccrta.org. Invoices sent through the U.S. Mail will also be accepted and shall be addressed to Corpus Christi RTA - Staples Street Center, 602 N. Staples Street, Corpus Christi, TX 78401 to the attention of Accounts Payable. 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, the Contractor shall submit a reminder invoice marked “overdue”. The CCRTA reserves the right to review all of the Contractor’s invoices after payment and recover any overcharges resulting from such review. Invoices will be paid net 30.

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.

ATTACHMENTS AND CERTIFICATION FORMS

Do NOT Alter Any Forms.

Doing so will deem your proposal as non-responsive.

Complete and sign the following forms and return with your signed proposal.

- Certification Form (Attachment B),
- Conflict of Interest Acknowledgement and Certification (Attachment C),
- Acknowledgement of Addendum/Addenda (Attachment D),
- References (Attachment E), and
- Bidder/Offeror/Proposer Information Form (Attachment F).

Reminders:

- Acknowledge any addenda issued on the Acknowledgement of Addendum/Addenda Form (Attachment D).

(ATTACHMENT A)

Separate Attachment (Microsoft Excel)

ATTACHMENT 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) **Conflict of Interest Acknowledgement and Certification: See Attachment C.**
- (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

ATTACHMENT C

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND CERTIFICATION

1. The Contractor represents that no officer or employee of the CCRTA has a Substantial Interest (defined as any interest which has a value of \$5,000.00 or more or represents ten percent (10%) or more of a person's gross income during the most recent calendar year) in this Contract. The Contractor further represents that no officer or employee of the CCRTA has (1) colluded with the Contractor in a recommendation for award, bid, proposal or solicitation on any CCRTA contracts, or (2) received any pecuniary benefit from the Contractor within the past six (6) months.
2. The Contractor agrees to ensure that the CCRTA's Code of Ethics is not violated as a result of the Contractor's activities in connection with this Contract. The Contractor agrees to immediately inform the CCRTA if it becomes aware of the existence of any such Substantial Interest or Conflict of Interest, or the existence of any violation of the Code of Ethics arising out of or in connection with this Contract.
3. The CCRTA may in its sole discretion, require the Contractor to cause an immediate divestiture of such Substantial Interest or elimination of such Conflict of Interest, and failure by the Contractor to comply shall render this Contract voidable by the CCRTA. Any willful violation of these provisions, creation of a Substantial Interest or existence of a Conflict of Interest with the express or implied knowledge by the Contractor shall render this Contract voidable by the CCRTA.
4. In accordance with section 176.006, Texas Local Government Code, the Contractor is required to file a Conflict of Interest Questionnaire (CIQ) within seven business days of becoming aware of a Conflict of Interest under Texas law. The CIQ can be obtained from the Texas Ethics Commission at www.ethics.state.tx.us. The CIQ shall be sent to CCRTA's Director of Procurement or its designee.

I DO CERTIFY THAT THE CONTENTS OF THIS ACKNOWLEDGEMENT AND CERTIFICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Signature of Certifying Person: _____

Title: _____

Certifying Person (Print or Type): _____

Date: _____

ATTACHMENT D

ACKNOWLEDGEMENT OF ADDENDUM/ADDENDA

_____ (Firm Name) acknowledges receipt of the following addendum/addenda.

List all addenda numbers below:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

ATTACHMENT E

REFERENCES: The Proposer must supply a list of four (4) similar projects which your company has completed within the last five (5) years that satisfactorily met the client’s specifications (**exclude 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:

ATTACHMENT F
BIDDER/OFFEROR/PROPOSER INFORMATION SHEET

To Be Completed By Vendor And Returned With Quote.	
Company Name	
Street Address	
City, State, Zip Code	
(If Applicable) Federal Employer Identification Number (FEIN) and/or Taxpayer Identification Number (TIN) Unique Identity ID # (12-character alphanumeric ID assigned to an entity by SAM.gov.)	
Is the Company a subsidiary? If yes, name the Holding/Parent Company	
Number of years in business	
Commodity/NAICS Code and Corresponding Index Entry	
Disadvantaged Business Enterprise (DBE) Certification (If Applicable)	
DBE	Certification Year: Agency Name:
Bidder's Primary Contact	
Name	
Title	
Office Telephone Number (with area code)	
Cell Telephone Number (with area code)	
E-mail Address	
Authorized Signatory (If different from Primary Contact)	
Name	
Title	
Office Telephone Number (with area code)	
Cell Telephone Number (with area code)	
E-mail Address	

ATTACHMENT G

REQUEST FOR INFORMATION/EXCEPTIONS/APPROVED EQUALS REQUEST

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

Page: _____

PROPOSER: _____

PROJECT: RFP No. 2023-S-16

PAGE: _____ PARAGRAPH: _____ SUBJECT: _____

Request:

Signature

FOR CCRTA USE

Approved: _____ Disapproved: _____ Clarification: _____

Response:

Chief Executive Officer/Designee