



**REQUEST FOR QUALIFICATIONS  
For  
GENERAL ENGINEERING SERVICES**

**RFQ NO.: 2024-FS-01**

**Date Issued: January 30, 2024**

**The Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", is seeking Statements of Qualifications from qualified firms interested in and qualified to provide General Engineering Services.**

The information gathered will be used to establish a list of qualified engineers for potential projects. The CCRTA intends to enter into multiple Professional Service Contracts for these services.

**Statements of Qualifications will be received at the offices of the CCRTA at 602 N. Staples Street, Corpus Christi, Texas 78401 until 3:00 p.m. (CST) Tuesday, March 12, 2024, or by email at [procurement@ccrta.org](mailto:procurement@ccrta.org) for General Engineering Services. Statements of Qualifications will be good for one hundred and twenty (120) calendar days from the board approval date.** It is the responsibility of the Offeror to ensure that the Statement of Qualifications is delivered prior to the deadline. Statements of Qualifications received after the deadline will not be accepted and will be returned to the Offeror unopened.

**These Contracts will be for a duration of five (5) years.**

**OFFERORS are encouraged to attend a pre-qualification conference scheduled for 3:00 p.m. (CST), Thursday, February 13, 2024, in the Multi-purpose Room on the third 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 OFFERORS may have concerning this procurement.

If you are unable to attend the pre-qualification conference, but would like to remotely participate, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST), Tuesday, February 13, 2024.

Requests for Information will be due by 3:00 p.m. (CST), Tuesday, February 20, 2024, with a response by Tuesday, February 27, 2024.

Copies of this Request for Qualifications (RFQ) 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 Christina Perez, Director of Procurement/Grants, or Sherrié Clay, Procurement Administrator at (361) 289-2712 or at [procurement@ccrta.org](mailto:procurement@ccrta.org).

The CCRTA has a Disadvantaged Business Enterprise (DBE) program and has determined that a **DBE Participation Goal will be assessed per Task Order**.

The CCRTA encourages the Prime Contractor to offer contracting opportunities to the fullest extent possible through outreach and recruitment activities to small, minority and disadvantaged businesses. For additional information, please contact Laura Yaunk, DBE Liaison Officer, at (361) 903-3521 or at [ccrtadbe@ccrta.org](mailto:ccrtadbe@ccrta.org).

**The following Statement of Qualifications documents are applicable under this procurement:**

- Request for Qualifications,
- Instructions to Offerors,
- Scope of Services,
- Special Instructions,
- Task Order Procedures,
- Standard Service Terms and Conditions,
- Federal Supplement Conditions Professional Services (A&E), and
- Special Provisions Concerning Disadvantaged Business Enterprises (DBEs).

**Attachments and Certifications:**

- Certification Form (Attachment A),
- Conflict of Interest Acknowledgment and Certification (Attachment B),
- Acknowledgement of Addendum/Addenda (Attachment C),
- References (Attachment D),
- Bidder/Offeror/Proposer Information Sheet (Attachment E),
- Request for Information Form (Attachment F),
- Certification of Restriction of Lobbying (Attachment G).

**Appendices:**

- Categories Form (Appendix I), and
- Minimum Requirements Form (Appendix II).

**Submission of Qualifications:**

**Statements of Qualifications must be submitted in an envelope marked on the outside containing the Offeror's name and address and the solicitation description addressed to:**

**Corpus Christi Regional Transportation Authority  
Staples Street Center  
Attn: Procurement Department  
602 N. Staples Street**

Corpus Christi, TX 78401

Qualifications for: RFQ No. 2024-FS-01 General Engineering Services

Qualifications Due Date: Tuesday, March 12, 2024, by 3:00 p.m. (CST)

The following documents must be signed and returned with your Statement of Qualifications for it to be considered responsive:

For mailed Statements of Qualifications submissions, please submit the following documents:

- Statements of Qualifications Response to the RFQ –
  - One (1) original, five (5) hard copies, and one (1) electronic version supplied on a USB Flash Drive
- Attachments and Certifications:
  - A, B, C, D, E, and G
- Appendices:
  - I, and II

**If hand delivery is preferred**, please deliver to the third-floor receptionist to have your Statement of Qualifications time and date stamped.

For electronic Statement of Qualifications submissions to [procurement@ccrta.org](mailto:procurement@ccrta.org), please submit as follows:

- Statements of Qualifications Response to the RFQ, **(in one file)**,
- Attachments and Certifications:
  - A, B, C, D, E, and G **(in one electronic file)**, and
- Appendices:
  - I, and II **(in one electronic file)**

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

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

**The following documents must be submitted prior to award if not submitted with Offeror's Statement of Qualifications:**

- Copy of insurance.

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

- Form 1295 "Certificate of Interested Parties"

## INSTRUCTIONS TO OFFERORS

### 1. GENERAL.

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

### 2. EXPLANATIONS.

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

### 3. SPECIFICATIONS.

Offerors are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the Offerors risk. Statements of Qualifications that are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive to the Statement of Qualifications.

### 4. INFORMATION REQUIRED.

4.1. Each Offeror shall furnish the information required by the Request for Qualifications. The Offeror shall sign the Statement of Qualifications submittal. Erasures or other changes must be initialed by the person signing the documents. Statements of Qualifications signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the CCRTA.

4.2. Only signed, written Statements of Qualifications specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Qualifications will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the Offeror. All costs of Statement of Qualification preparation will be borne by the Offeror.

4.3. 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.

4.4. 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. RFQ SCHEDULE:

5.1. Statements of Qualifications must be submitted in sufficient time to be received and time-stamped by the CCRTA on or before the published proposal date and time shown on the Request for Qualifications. Statements of Qualifications received after the published time and date cannot be considered. Any Statements of Qualifications which are mislabeled or do not indicate the OFFEROR's name or address as required above may be opened by the CCRTA solely for the purpose of identifying the OFFEROR for return of the Statement of Qualifications.

5.2. Schedule

Statements of Qualifications shall be governed by the following schedule:

- **Tuesday, January 30, 2024 – RFQ Issued**  
RFQ documents are available at the CCRTA Website: [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **Tuesday, February 13, 2024 – Pre-Qualification Conference** will be held at 3:00 p.m. (CST) in the Multi-purpose Room on the third floor of the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401. To remotely participate, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) on this day.
- **Tuesday, February 20, 2024 – Request for Information Due**  
Written Requests for Information Form (RFI) (Attachment F) are due by 3:00 p.m. (CST). Please submit **one** form for **each** RFI. RFIs 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.
- **Tuesday, February 27, 2024 – 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/).
- **Tuesday, March 12, 2024 – Statement of Qualifications Due**  
Written Statements of Qualifications are due no later than 3:00 p.m. (CST). All Statements of Qualifications must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 prior to the deadline.
- **Tuesday, March 12, 2024 – Opening of the Statement of Qualifications**

The Opening is scheduled for Tuesday, March 12, 2024, at 3:30 p.m. (CST) in the CCRTA's Multi-purpose Room located on the third floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401.

- **Tentative Contract Award – April 3, 2024**

CCRTA Board of Directors will meet to award a contract to the successful Offeror.

6. **MODIFICATION OR WITHDRAWAL OF STATEMENT OF QUALIFICATIONS.**

Statements of Qualifications 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 Statements of Qualifications. Statements of Qualifications may also be withdrawn in person by an Offeror or an authorized representative prior to the deadline; provided the Offeror's identity is made known and he or she signs a receipt for the Statement of Qualifications.

7. **OPENING QUALIFICATIONS.**

All Statements of Qualifications shall be opened by the CCRTA as soon after the Statements of Qualifications deadline as is reasonably practicable only to announce the names of the Offerors. Information submitted in response to the Request for Qualifications shall not be released by the CCRTA during the qualification evaluation process or prior to the Contract award. Offerors are advised that the CCRTA may be required to release statement information, other than trade secrets, after Contract award.

**Offerors are welcome to attend the Opening scheduled for Tuesday, March 12, 2024, at 3:30 p.m. (CST) in the CCRTA's Multi-purpose Room located on the third floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To attend the Opening remotely, please submit a login request to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Tuesday, March 12, 2024.**

8. **EVALUATION FACTORS.**

8.1. The CCRTA will award Professional Service Contracts based upon the criteria set forth in the Request for Qualifications. Contracts may be awarded to one or more Offerors.

8.2. Pre-award inspection of the OFFEROR's facility may be made prior to the award of the Contract. Qualifications 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 Qualifications for a reasonable period; 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 an Offeror, including past performance (experience) with the CCRTA and other similar customers. A record of nonperformance or poor performance may disqualify an Offeror from award.

## 9. ELIGIBILITY FOR AWARD.

- 9.1 In order for an Offeror to be eligible for award of the Contract, the Statement of Qualifications must be responsive to the Request for Qualifications; and the CCRTA must be able to determine that the Offeror is responsible to perform the Contract satisfactorily.
- 9.2. Responsive Statements of Qualifications are those complying with all material aspects of the Request for Qualifications. Statements of Qualifications which do not comply with all the terms and conditions of the Request for Qualifications will be rejected as non-responsive.
- 9.3. Responsible Offerors 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 Qualifications.
- 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 Statement of Qualifications is so certifying. (NOTE: This requirement is only applicable to federally funded Contracts.)
- 9.4. An Offeror may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible OFFEROR. Refusal to provide requested information shall result in the Offeror being declared not responsible, and the Statement of Qualifications shall be rejected.

## 10. RESERVATION OF RIGHTS.

The CCRTA expressly reserves the right to:

- 10.1 Reject or cancel any or all Statement of Qualifications.
- 10.2 Waive any defect, irregularity or informality in any Statement of Qualifications or Statement of Qualifications procedure.
- 10.3 Waive as an informality, minor deviations from specifications at a lower price than other Statement of Qualifications 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 Statement of Qualifications due date.
- 10.5 Reissue a Request for Qualifications.
- 10.6 Procure any item or services by other means.
- 10.7 The CCRTA reserves the right to retain all Statement of Qualifications submitted. The selection or rejection of a Statement of Qualifications does not affect this right; and
- 10.8 The CCRTA reserves the right to negotiate a Contract with the Offeror 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 Statement of Qualifications submitted. The CCRTA additionally reserved the right to suspend negotiations with the first Offeror should it not progress in a manner satisfactory to the CCRTA and commence negotiations with the next best rated OFFEROR.

11. ACCEPTANCE.

Acceptance of an OFFEROR's offer in some instances will be in the form of task orders issued by the CCRTA. Otherwise, acceptance of an OFFEROR's offer will be by acceptance letters issued by the CCRTA. Subsequent task orders and release orders may be issued as appropriate. Unless the OFFEROR specifies otherwise in the Statement of Qualifications, the CCRTA may award the Contract for any item or group of items shown on the Request for Qualifications.

12. PROTESTS.

If an OFFEROR desires to protest any procedure, the OFFEROR 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 solicitation number and description of the Request for Qualifications, and contain a statement of the grounds for protest and any supporting documentation.



13. EQUAL OPPORTUNITY.

Offerors 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 the 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 if chosen for award)

Offerors 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.

16. NO DIRECT CONTACT WITH CCRTA BOARD MEMBERS

Offerors are advised not to contact any Board members of the CCRTA directly in any manner during this procurement 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 RFQ must be made through the Procurement Department.

## **SCOPE OF SERVICES**

### **1.0 BACKGROUND**

Established in 1986, the Corpus Christi Regional Transportation Authority (CCRTA) serves as the primary provider of public transportation services for its region. This region encompasses 838 square miles and includes all of Nueces County, along with the cities of Bishop, Corpus Christi, Driscoll, Gregory, Banquette, Agua Dulce, Robstown, Port Aransas, and San Patricio, as well as the unincorporated areas of the county. Within its service area, the CCRTA operates four Transit Stations and maintains approximately 1,375 bus stops. The CCRTA provides various service delivery options, such as conventional Fixed-Route services (including Local, Crosstown, Neighborhood, Rural, and Commuter Express routes), CCRTA B-Line (Paratransit) services, and Vanpool services.

### **2.0 INFORMATION**

The CCRTA is planning to upgrade and expand its facilities, implementing new projects and programs to support its goals and objectives. The CCRTA operates a wide variety of facilities in Corpus Christi, Texas, and Nueces County, which includes a three-story Administration Office building, a two-story Operations Facility office building, a Maintenance Shop, a Fuel Island and CNG Compressor compound, a Bus Wash Facility, and four main transfer stations. Additionally, the CCRTA owns vacant land adjacent to its Operations Facility.

The CCRTA is seeking qualified Engineering firms with multidisciplinary expertise in civil, structural, mechanical, and electrical engineering to support its efforts to upgrade, modernize and improve these facilities. These services will be on an as-needed basis issued through Task Orders.

The CCRTA anticipates work in support of projects at any of the CCRTA's facilities in Corpus Christi and in the surrounding small cities in Nueces County. Anticipated work may also include support services such as plan checking, operations and construction coordination, and constructability review, and site phasing and utilization evaluation services.

The performance period of any individual Task Order, including all modifications, may not exceed the five-year contract. The scope of work and the budgets for the individual projects remain to be determined.

These projects may be funded through the Federal Transit Administration (FTA) and potentially, the State of Texas, and must comply with those agency requirements.

### **3.0 PURPOSE**

The following specified Engineering services have been identified by key CCRTA staff as potential future professional and consulting services needed on an as-needed basis to support our various capital projects.

### **3.1 Categories Forms (Appendix I)**

These services have been broken down into specific “Categories” and are listed below as well as in the Categories Form (Appendix I):

- 1) Structural Engineering Analysis and Design
- 2) Mechanical Engineering Support Services
- 3) Electrical Engineering
- 4) Civil Engineering
- 5) Renewable Energy Engineers (Solar, Wind, Turbines, Electric, etc.)
- 6) Construction Management & Inspection
- 7) Environmental Engineers/Scientists
  - a. Compliance, Remediation, Permitting and Planning
  - b. Underground Storage Tank Program
  - c. Hazardous waste
  - d. Stormwater monitoring
  - e. National Environmental Policy Act/Environmental Site Assessments I and II
- 8) Registered Accessibility Specialist Plan Review and Inspection Services
- 9) Geotechnical Engineering and Investigation/Material Testing Services
- 10) Land Surveying and Plat Preparation

**Firms are required to complete and submit the Categories Form (Appendix I) as part of their Statement of Qualifications.**

### **4.0 BASIC SERVICES**

For the Mechanical, Structural, Civil, Electrical, Renewal Energy Engineers, and Construction Management services the following services are expected to be provided as part of any Task Order Contract, with adjustments dependent on the size of the project.

#### **4.1 Preliminary Phase**

The Engineer will:

- 4.1.1** Attend Project Kick-off Meeting and distribute meeting minutes to attendees within five (5) working days of the meeting.
- 4.1.2** Provide recommended geotechnical investigations scope and coordinate testing with geotechnical consultant.
- 4.1.3** Request and review available reports, record drawings, utility maps and other information provided by the CCRTA pertaining to the project area.
- 4.1.4** Develop preliminary requirements for utility relocations, replacements, or upgrades. Coordinate with the CCRTA’s Project Manager (PM) and identify Operating Departments’ potential

project needs.

- 4.1.5** On a schematic strip map, identify the existing right-of-way and include any preliminary right-of-way acquisition requirements that may be needed.
- 4.1.6** Prepare preliminary opinions of probable construction costs for the recommended improvements.
- 4.1.7** Identify electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements. Submit a list of identified companies to the CCRTA.
- 4.1.8** The Engineer will participate in discussions with the CCRTA's CEO, and various other Operating Departments as needed as well as other agencies (such as the Texas Department of Transportation (TXDOT) and Texas Commission of Environmental Quality (TCEQ) as required to satisfactorily complete the Project. Any directions or changes to the scope provided by the Engineer, Contractor or other agencies shall be reviewed with the CCRTA prior to including/excluding from the Scope of Work.
- 4.1.9** Identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project including permitting, environmental, historical, construction, and geotechnical issues; upon request or concurrence of the Project Manager, coordinate with agencies such as the City of Corpus Christi, small cities in Nueces County, affected school districts (CCISD, FBISD, etc.), community groups, etc.
- 4.1.10** Identify and recommend public outreach and community stakeholder requirements.
- 4.1.11** Prepare an Engineering Letter Report (ELR) (20 – 25 page main-body text document with supporting appendices) that documents the analyses, approach, opinions of probable construction costs, and document the work with text, tables, schematic-level exhibits and computer models or other applicable supporting documents. The ELR shall provide and include:
  - A concise presentation of pertinent factors, sketches, designs, cross-sections, and parameters which will or may impact the design, including engineering design basis, preliminary layout sketches, construction sequencing, alignment, cross section, geotechnical testing report, sealed survey including topographic, right-of-way and utilities location information (per scope in Topographic and Right-of-Way (ROW) Survey services), right-of-way requirements, conformance to master plans, identification of needed additional services, identification of needed permits and environmental consideration, existing and proposed utilities, existing electric and communication utility

companies and private pipeline companies, identification of quality and quantity of materials of construction, and other factors required for a professional design.

- Include existing site photos with location key map.
- Provide opinion of probable construction costs.
- Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project including permitting, environmental, historical, construction, and geotechnical issues; meet as a CCRTA agent or with the CCRTA's participation and coordinate with agencies such as TCEQ, City of Corpus Christi, Nueces County small cities, CCISD, community groups, TDLR, etc.
- Summary of Geotechnical Report findings and criteria for site work and concrete parking lot design.
- Analyze proposed pavement options and provide recommendations for the most cost-effective pavement section that accommodates traffic requirements, budget constraints, utility needs, etc.
- Provide preliminary index of anticipated drawings and specifications.
- Provide a preliminary summary table of anticipated required Right of Way (ROW) parcels.

**4.1.12** Submit one (1) copy in an approved electronic format, and three (3) hard copies of the Draft Engineering Letter Report.

**4.1.13** Initiate ELR submittal discussion with the CCRTA's Project Manager to brief the Project Manager on any concerns or issues prior to distribution of ELR submittal.

**4.1.14** Participate in Project review meeting with CCRTA staff and others on the Draft Engineering Letter Report as scheduled by the CCRTA's Project Manager.

**4.1.15** Review comments and questions and provide written responses to the CCRTA's Project Manager.

**4.1.16** Assimilate all CCRTA review comments into the **Final Engineering Letter Report** (ELR). Provide one (1) electronic and one (1) hard copy using CCRTA Standards as applicable and suitable for reproduction.

## **4.2 Design Phase**

Upon approval of the preliminary phase, designated by receiving authorization to proceed from the CCRTA, the Engineer will:

- 4.2.1** Provide coordination with electric and communication utility companies and private pipeline companies that may have existing facilities and must be relocated to accommodate the proposed improvements. Inform private utility and pipeline owners whose facilities fall within the project limits of the proposed improvements. Identify areas of potential conflicts. Coordinate with private utility and pipeline owners to obtain information on their respective utility/pipeline, up to and including Level a Subsurface Utility Engineering (SUE)UE by the private utility/pipeline owner, as necessary. Coordinate necessary adjustments and provide a project schedule to utility/pipeline owner. Provide utility/pipeline relocation schedule to the CCRTA and update monthly.
- 4.2.2** Coordinate with AEP and the City of Corpus Christi's Traffic Engineering Office to identify the location of the electrical power conduit for street lighting and traffic signalization.
- 4.2.3** Identify the approximate locations and areas of existing utilities and pipelines that may have a significant potential impact on the proposed facilities construction and for which further investigations utilizing SUE may be required during the design phase. These critical locations and their basis for potential impact are to be clearly provided in a layout for the CCRTA's Project Manager.
- 4.2.4** Identify any potential needs for testing, handling, and disposal of any hazardous materials and/or contaminated soils that may be discovered during construction (to be included under additional services).
- 4.2.5** Prepare the construction documents for the work identified in the approved ELR. Construction plans shall include improvements or modifications for the selected project.
- Prepare construction plans on full-size (22" x 34").
  - Prepare a Traffic Control and Construction Sequencing Plans (TCP). The TCP will include construction sequencing, typical cross section and construction phasing plan sheets, warning signs, barricades requirements, as well as standards sheets for barricades, traffic control, work zone pavement markings and signage.

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Provide Traffic Control parameters, sequencing, and performance requirements for the Contractors to develop the construction TCP.

- Provide pollution control measures and Best Management Practice (BMP) layout for the Contractor's Storm Water Pollution Prevention Plan, using the CCRTA's Standard Notes and BMP Detail Sheets as

applicable.

- Include computer model results and calculations used to analyze drainage.

**4.2.6** Submit three (3) sets of the **interim plans** (60% submittal) in electronic and half-size (11" x 17") hard copies to CCRTA staff for review and approval purposes with 60% estimates of probable construction costs. Identify distribution list for plans and bid documents to all affected franchise utilities and stakeholders.

**4.2.6.1** Required with the interim plans is:

- Design Submittal Packet Checklist
- Executive Summary of the 60% submittal, which will identify and briefly summarize the Project by distinguishing key elements of the Project, decisions made, outstanding issues, items TBD, Opinion of Probable Construction Costs (OPCC) compared to construction budget and the schedule with changes identified.
- Project Submittal Checklist
- Drawing Review Checklist
- OPCC
- Drawings
- Draft Table of Contents with specification list

**4.2.6.2** Initiate 60% submittal discussion with the CCRTA's PM to brief the PM on any concerns or issues prior to distribution of 60% submittal.

**4.2.7** Participate in Project 60% review meeting. Prepare and distribute meeting minutes to attendees within five (5) working days of the meeting. Assimilate all review comments, as appropriate, and upon confirmation from the CCRTA PM proceed to the 90% design.

**4.2.8** Submit three (3) sets of the **pre-final plans and bid documents** (90% submittal) in electronic and half-size hard copies to CCRTA staff for review and approval purposes. Include the 90% estimate of probable construction costs, 90% submittal Executive Summary, Submittal Packet, Project, and Drawing Checklists, responses to previous review comments and the Contract Document Book with in-line Track Changes in red to identify all proposed edits to the CCRTA's Construction Contracts.

**4.2.9** Participate in Project 90% review meeting. Prepare and distribute meeting minutes to attendees within five (5) working days of the meeting. Assimilate all review comments, as appropriate, and proceed to the pre-ATA (Authorize for Advertisement) submittal.

**4.2.10** Provide one (1) set of the **pre-ATA** plans (100% unsealed and



unstamped) in electronic and half-size hard copy for CCRTA Pre-ATA review. Include the pre-ATA OPCC and written responses to previous review comments. The pre-ATA (100%) submittal will not include a full distribution and review unless as per a CCRTA staff review, the questions from the previous review have not been adequately addressed or resolved in the pre-ATA submittal. If this occurs, the CCRTA may request additional distribution, meeting, review, and related revisions at no additional cost to the CCRTA. See item (l) below.

**4.2.11** Assimilate all pre-ATA comments, as appropriate, and provide one (1) set of the **final plans and contract documents** (signed and sealed, electronic, and half-size hard copy) suitable for reproduction. **Said bid documents henceforth become the shared intellectual property of the CCRTA and the Consultant.** The CCRTA agrees that any modifications of the submitted final plans (for other uses by the CCRTA) will be evidenced on the plans and be signed and sealed by a professional engineer prior to re-use of modified plans.

**4.2.12** Provide Quality Assurance/Quality Control (QA/QC) measures to ensure that all submittals accurately reflect the percent completion designated and do not necessitate an excessive amount of revision and correction by CCRTA. Additional revisions or design submittals are required (and within the scope of Consultant's duties under this Contract) if, in the opinion of the CCRTA staff, Consultant has not adequately addressed CCRTA-provided review comments or provided submittals in accordance with CCRTA standards.

**4.2.13** Prepare and submit Monthly Status Reports to the PM no later than the last Wednesday of each month with action items developed from monthly progress and review meetings.

**The CCRTA's staff will:**

- Designate an individual to have responsibility, authority, and control for coordinating activities for the Project.
- Provide the budget for the Project specifying the funds available for the construction contract.
- Front End Contract Documents, and forms for required bid documents.

### **4.3 Bid Phase**

**The Engineer will:**

**4.3.1** Participate in the pre-bid conference to discuss the scope of work and to answer scope questions.

- 4.3.2 Review all questions concerning the bid documents and prepare any revisions to the plans, specifications, and bid form that are necessary.
- 4.3.3 Attend bid opening and assist with the evaluation of bids.
- 4.3.4 Assist with the review of the Contractor's Statement of Experience and confirm it meets Contract requirements.
- 4.3.5 For bids over budget, the Engineer will confer with CCRTA staff and provide and, if necessary, make such revisions to the bid documents as the CCRTA's staff deems necessary to re-advertise the Project for bids.
- 4.3.6 Provide two (2) hard copy sets and one (1) electronic set of **conformed drawings and conformed Contract Documents** (PDF and original format [CAD/Word/etc.]) to the CCRTA.

#### **4.4 Construction Administration Phase**

**The Engineer will perform contract administration to include the following:**

- 4.4.1 Participate in pre-construction meeting conference and provide a recommended agenda for critical construction activities and elements impacting the project.
- 4.4.2 Review Contractor submittals and operating and maintenance manuals for conformance to Contract Documents.
- 4.4.3 If requested by the CCRTA, review and interpret field and laboratory tests.
- 4.4.4 Provide interpretations and clarifications of the Contract Documents for the Contractor and authorize required changes, which do not affect the Contractor's price and are not contrary to the general interest of the CCRTA under the Contract as requested by the Owner's Authorized Representative (OAR).
- 4.4.5 Make periodic visits to the site of the Project to confer with the CCRTA's Project Manager and Contractor to observe the general progress and quality of work, and to determine, in general, if the work is being done in accordance with the Contract Documents. This will not be confused with the project representative observation or continuous monitoring of the progress of construction.
- 4.4.6 Provide interpretations and clarifications of the plans and specifications for the Contractor and recommendations to the CCRTA for minor changes which do not affect the Contractor's price and are not contrary to the general interest of the CCRTA under the Contract as requested by the OAR.
- 4.4.7 Attend final inspection with CCRTA staff, provide punch list items to the CCRTA for Contractor completion, and provide the CCRTA

with a Certificate of Completion for the Project upon successful completion of the Project.

**4.4.8** Review Contractor-provided construction “red-line” drawings. Prepare Project Record Drawings and provide a reproducible set and electronic file (both PDF and AutoCAD r.14 or later) within one (1) month of receiving the Contractor’s red-line drawings. All drawings shall be CADD drawn using .dwg format in AutoCAD, and graphics data will be in .dxf format with each layer being provided in a separate file. Attribute data will be provided in ASCII format in tabular form. The Record Drawings should incorporate the Contractor’s red lines and identify all changes made during construction. The Drawing Cover and each sheet should be clearly identified as the Record Drawing and should indicate the basis and date.

**4.4.9** When requested by the OAR, assist in addressing Request for Information (RFI) submitted by the Contractor.

**The CCRTA staff will:**

- Review applications/estimates for payments to the Contractor, submitted to the Engineer for initial review and the confirmation of quantities.
- Conduct the final inspection with the Engineer.

## **5.0 ADDITIONAL SERVICES**

This section defines the scope of additional services that may only be included as part of this Contract if authorized by the Managing Director of Capital Projects and Customer Services. The Engineer may not begin work on any services under this section without specific written authorization by the Managing Director of Capital Projects and Customer Services. Fees for Additional Services are an allowance for potential services to be provided and will be negotiated by the Managing Director of Capital Projects and Customer Services as required. The Engineer shall, with written authorization by the Managing Director of Capital Projects and Customer Services, perform the following:

### **5.1 Permit Preparation**

Furnish the CCRTA with all engineering data and documentation necessary for all required permits. The Engineer will prepare this documentation for all required signatures. The Engineer will prepare and submit identified permits **as applicable** to the appropriate local, state, and federal authorities, including:

- Union Pacific Railroad, Missouri Pacific Railroad, or any other railroad operating in the area
- TxDOT utility and environmental permits, multiple use agreements

- Wetlands Delineation and Permit
- Temporary Discharge Permit
- NPDES Permit/Amendments (including SSC, NOI, NOT)
- Texas Commission of Environmental Quality (TCEQ) Permits/Amendments
- Nueces County
- Texas Historical Commission (THC)
- U.S. Fish and Wildlife Service (USFWS)
- U.S. Army Corps of Engineers (USACE)
- United States Environmental Protection Agency (USEPA)
- Texas Department of Licensing and Regulation (TDLR)
- Register the project with the Texas Department of Licensing and Regulation (TDLR) and pay an associated fee.
- Provide copy of Contract Documents along with appropriate fee to TDLR for review and approval of accessibility requirements for pedestrian improvements by a Registered Accessibility Specialist (RAS).
- Coordinate RAS inspection services at the end of construction and pay associated fee.
- Texas General Land Office (TGLO)
- Other agency project-specific permits

## 5.2 Environmental Issues

Identify and develop a scope of work for any testing, handling, and disposal of hazardous materials and/or contaminated soils that may be discovered during construction.

## 5.3 Public Involvement

### Option 1 (In Person)

If Public Meetings are deemed necessary, participation by the Engineer will be required and there could be up to two public meetings. One public meeting could be held after submittal of the Final ELR and one public meeting could be held prior to the start of project construction. Prepare exhibits for meetings. Provide follow-up and response to citizen comments. Revise Contract drawings to address citizen comments, as directed by the CCRTA. Significant revisions based on public meeting feedback may be negotiated for an additional fee.

### Option 2 (Virtual)

This digital public outreach includes the responding to and communicating with resident questions and concerns provided to you by the CCRTA's Marketing Department and Procurement Department, development of additional exhibits to highlight project details, reviewing of public outreach materials including brochures, mail outs, website, and social media graphics to ensure accuracy of documents, and additional zoom style meetings with stakeholders as needed during both the construction and design phase of the project.

**5.4 Construction Observation Services – To be Determined.**

**5.5 Warranty Phase**

Provide a maintenance guaranty inspection toward the end of the one-year (1) period after acceptance of the Project. Note defects requiring Contractor action to maintain, repair, fix, restore, patch, or replace improvement under the maintenance guaranty terms of the Contract. Document the condition and prepare a report for the CCRTA’s staff of the locations and conditions requiring action, with its recommendation for the method or action to best correct defective conditions and submit to CCRTA staff. Complete the inspection and prepare the report no later than sixty (60) days prior to the end of the maintenance guaranty period.

**6.0 SCHEDULE**

The Engineer shall adhere to the original Project Schedule and in the event that an activity is not met and the schedule changes, a revised schedule shall be submitted along with a justification explanation for the schedule change with the next month’s Monthly Status Report.

Original Date	Revised Date	Activity
		NTP
		Draft ELR submittal
		CCRTA Review
		Final ELR submittal
		60% Design Submittal
		CCRTA Review
		90% Design Submittal
		CCRTA Review
		100% Pre-ATA Submittal
		Final Sealed Bid Package
		Advertise for Bids
		Pre-Bid Conference
		Receive Bids
		Contract Award
		Begin Construction
		Complete Construction

# SPECIAL INSTRUCTIONS

## 1.0 GENERAL

### 1.1 Introduction

The Corpus Christi Regional Transportation Authority (CCRTA) is requesting Statements of Qualifications for General Engineering Services for a wide range of potential projects.

This section provides specific instructions on the format and organization of the Statement of Qualifications to be submitted by the Qualified Offerors.

Qualified Offerors should be aware that all technical and operational specifications, equipment descriptions and marketing material submitted or made available will be incorporated by reference into any contract(s). The CCRTA discourages the inclusion of general marketing material or equipment manuals unless they are used to provide specific information or are specifically requested by the CCRTA.

**To enhance comparability, qualifications elements must be addressed in the informational sequence noted below:**

- Cover Letter,
- Table of Contents,
- Categories Form (Appendix I),
- Minimum Requirements Form (Appendix II),
- Firm Experience,
- Team Experience,
- Capacity and Capability of the Firm,
- Management and Organizational Approach,
- Responsiveness to Agency Needs,
- Performance Standard,
- Quality Control Program (and Safety), and
- Disadvantaged Business Enterprise (DBE) Participation.

## 2.0 STATEMENT OF QUALIFICATIONS FORMAT

This section outlines the minimum requirements for preparation and presentation of a Statement of Qualifications.

The qualified Offeror shall define the capabilities of their organization to supply and maintain the services as requested in this Request for Qualifications (RFQ). The response should be specific and complete in every detail and prepared in a simple and straightforward manner.

Qualified Offerors are expected to examine the RFQ in its entirety. Failure to do so will be at the Qualified Offeror's risk.

Statements of Qualifications shall be in at least 12 pt. easily readable font and bound in a manner that allows the Statement of Qualifications to be disassembled. Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter size (8 ½" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Submittals shall be limited to 35 pages, which is not inclusive of CCRTA documents.

## **2.1 Cover Letter**

The Cover Letter shall be the first item in your Statement of Qualifications and shall indicate the intention of the Qualified Offeror to adhere to the provisions described in the RFQ. The cover letter SHALL:

- Be presented on company letterhead.
- Identify the submitting organization.
- Identify the name, title, contact number, email address and physical address of the person to be contacted during the RFQ process.
- Identify, by name and title, and be signed by the person authorized by the organization to obligate the organization contractually.

## **2.2 Table of Contents**

The second item in your Statement of Qualifications should be the table of contents listing titles, sections, and major sub-sections.

## **2.3 Categories Form**

The third item in your Statement of Qualifications should be the following form:

**2.3.1 Categories Form.** The qualified Offeror must complete the Categories Form (Appendix I) indicating the professional service category or multiple categories that the firm provides.

## **2.4 Minimum Requirements Form**

The fourth item in your Statement of Qualifications should be the following form:

**2.4.1 Minimum Requirements Form.** The qualified Offeror is to complete and attach any relevant documents to the Minimum Requirements Form (Appendix II), included in this document. The document is pass/fail. See the information below to respond to:

**2.4.1.1** All projects requiring a professional engineer must be registered in Texas to sign and seal the work to be performed under the Contract. Please provide the Engineering Firm's Texas Board of Engineering Examiners registration number, and experience with your Statement of Qualifications.

**2.4.1.2** The qualified Offeror must have a minimum of five (5) years' experience in providing professional Engineering design services. The Offeror must submit the following with its Statement of Qualifications: documentation demonstrating the required experience as outlined above.

**2.4.1.3** The qualified Offeror must disclose any lawsuits or any lawsuits to which the qualified Offeror is or was a party during the last five (5) years that may materially affect its ability to provide the services described herein. Provide information on any lawsuits that would materially affect your ability to provide the work with your Statement of Qualifications.

**2.4.1.4** The qualified Offeror must disclose any regulatory action involving the professional services provided during the last five (5) years that may materially affect its ability to provide the services described. Provide information on any such regulatory issues that would materially affect your ability to provide the work with your Statement of Qualifications.

**2.4.1.5** The qualified Offeror must provide references on the References (Attachment D) provided in the Request for Qualifications. The qualified Offeror must provide four references over the past five years for which the same services have been provided. This information will be used to determine the extent to which the qualified Offeror is able to provide the services described herein to an entity the size of the CCRTA as well as the level of customer service exhibited by the qualified Offeror. Qualified Offerors may use the same clients for current and former references. **DO NOT USE THE CCRTA AS A REFERENCE.** Valid email addresses are required.

## **2.5 Statement of Qualifications**

The fifth item in your Statement of Qualifications should be your Statement of Qualifications and associated documents. The Statement of Qualification shall be organized in the same manner as the evaluation criteria and should address all items outlined in the criteria.



**The evaluation criteria to be included in the fifth item includes:**

- 2.5.1** Firm Experience
- 2.5.2** Team Experience
- 2.5.3** Capacity and Capability of the Firm
- 2.5.4** Management and Organizational Approach
- 2.5.5** Responsiveness to Agency Needs
- 2.5.6** Performance Standards
- 2.5.7** Quality Control Program (and Safety)
- 2.5.8** Disadvantaged Business Enterprise (DBE) Participation

**2.5.1 Firm Experience (20 pts)**

**2.5.1.1** Provide a brief history of the firm and include any background information that may be relevant to the CCRTA's needs on these projects.

**2.5.1.2** Describe your firms experience and qualifications with the development and delivery of transit station projects (renovations/new construction), governmental/public projects, ADA infrastructure improvements, parking lot improvements, National Environmental Policy Act for Department of Transportation, street construction, solar and electrical charging station projects, vertical and horizontal buildings, and scope narrative/cost estimates for clients applying for grants.

**2.5.1.3** Describe your firm's resources that will be available to provide the successful delivery of these types of projects on schedule.

**2.5.1.4** Ability of Offeror to administer plan tasks on time, on schedule and on budget.

**2.5.1.5** Provide a list of the last five (5) completed major projects by firm team members with the following information:

- Client/Owner and contact information.
- Project description and construction estimate.
- Key Members of Offeror's team (Design Manager, PM, etc.) assigned to each project.
- Provide original design contract schedule and final completion.
- Provide original design contract value and provide ending design contract value.
- Provide original construction contract value and final construction contract value price.

- If late, briefly describe cause and resolution with respect to schedule.
- If final construction contract value exceeds original contract, briefly describe key cost factors and justification for increased cost.
- If final design contract value exceeds original contract, briefly describe key cost factors and justification for increased cost.
- Provide any information on change orders that occurred during the construction process that were due to errors and omissions.

## **2.5.2 Team Experience (20 pts)**

**2.5.2.1** Identify your teams' key staff/sub-consultants and describe each of their functions including experience and qualifications in the development and delivery of governmental/public/transit projects.

**2.5.2.2** Provide an organizational chart, identifying the team structure, with key staff and tasks leaders for each project for which you are submitting.

**2.5.2.3** For each of the key staff listed describe two similar governmental/transit projects they were involved with including details of project locations, their work scope items, any challenges that were encountered and how they were addressed.

**2.5.2.4** Describe generally how the team functions during the design, award, and construction phases of the projects, providing details of what role they play and how this allows the team to successfully deliver CCRTA's projects.

**2.5.2.5** Provide a list of all current major projects assigned to firm team members, include the following information:

- Project description and construction estimate.
- Key members of Offeror's team (Principle in Charge, Design Manager, PM, etc.) assigned to each project.
- Include a resume for each key team member.
- Status and schedule for completion with original completion and projected completion.

**2.5.2.6** Active professional registration/affiliations of team members.

**2.5.2.7** Capability to provide qualified back-up staffing for key personnel to ensure continuity of services and ability to surge to meet unexpected project demands.

**2.5.2.8** Demonstrate how construction costs, schedules and construction budgets have been managed on recently awarded public contract. Use examples of actual projects of similar size and type as required by this contract.

**2.5.2.9** Provide information comparing original construction cost estimates to bid costs to final construction costs.

**NOTE:** Key personnel are essential to the work performed under the Contract. Prior to making any material changes to Task Order key personnel, the Contractor shall notify the CCRTA's Managing Director of Capital Projects and Customer Service, and the Procurement Department listed in this RFQ one (1) week in advance with detailed change justification. The Contractor shall replace key personnel immediately, and further acknowledges "time is of the essence". The CCRTA reserves the right to remove key personnel, when in the sole discretion of the CCRTA, identified personnel do not demonstrate adequate technical or professional relationship requirements. The Contractor shall make no material changes in key personnel without the written consent of the Managing Director of Capital Projects and Customer Service and the Procurement Department.

### **2.5.3 Capacity and Capability of Firm (20 pts)**

Address your firm's capacity and capability to complete the final design scope and Contract administration upon being given the Notice to Proceed.

- Describe your firm's project work approach including your perspective and experience on **partnering, quality control, project scheduling, changes in the scope of services**, and construction safety.
- Describe the systems used for planning, scheduling, estimating, and managing construction.
- Describe your interpretation of the CCRTA's objectives regarding this RFQ. Elaborate on the proposed strategy and/or plan for achieving the objectives of this RFQ. The Offeror may utilize a written narrative or any other printed technique to demonstrate the capability of the firm to satisfy the Scope of Services. Discuss the firm's ability to work on fast-tracked projects. The narrative should describe the firm's particular abilities and qualifications related to this project. If the firm has multiple office locations, specify which office shall complete the

primary design work.

- Describe capabilities relevant to the development and delivery of governmental/public/transit projects that differentiate your team from others in the industry.
- Provide examples of when you have used these capabilities and the impacts that were achieved.

#### **2.5.4 Management and Organizational Approach (10 pts)**

On two pages or less, please describe your management and organization approach to the project. The following should be addressed within this description:

- Describe your firm's understanding of the project.
- Describe how the firm will organize to perform the services.
- Describe the optimum level of collaboration between project team members and the roles each primary team member plays in a successful project, including the Owner's Representative role.
- Describe how the firm will solicit in the programming and design phases of the interested stakeholders. This includes community residents, CCRTA Board of Directors, CCRTA staff, and CCRTA riders.
- Provide procedures for assisting in the development of project scheduling, coordination of consultants, quality and cost control.
- Describe the Engineering team's approach to communication with the CCRTA and the Construction Manager (if applicable) and the Owner's Representative/Project Manager.
- Description of Engineer's approach to code analysis and jurisdictional approvals.
- Generally, describe your firm's approach to address project budget control, maintainability/durability, sustainable building principles and processes, as well as energy efficiency standards and building or facility commissioning and operational costs.
- Include unique capabilities your proposed team would employ and how your organizational structure would help ensure plan

tasks are executed to maintain the integrity of the original project schedule.

- In the event the team falls behind schedule, what remedies would be utilized to make up time to meet and maintain the original schedule.

#### **2.5.5 Responsiveness to the Agency's Needs (10 pts)**

- Briefly describe any innovative approaches that the firm will employ in responding to the Scope of Services.
- Provide any additional information or description of resources supporting the firm's capability to meet the needs defined in the Scope of Services.

#### **2.5.6 Performance Standards (10 pts)**

- Describe the process to be used to administer the construction phases, e.g., meetings, site visits, requests for information, etc.
- Describe your mode of response to the CCRTA's requests for program design changes to a field clarification, and to a change request.
- Briefly explain how your firm coordinates and interfaces between the firm's drawings and those of consulting professionals.
- Describe your methods for determining the validity and cost responsibility of Change Orders.
- Describe your responsibilities at construction completion. Include your methods for reviewing and resolving punch list items and confirming that equipment and other elements of the project function properly.
- Describe concepts or design elements you have used to promote safety and security.
- Describe concepts or design elements you have used to promote the successful integration of technology into a built environment.
- Describe any experience with warranty inspections following one year from the completion of the project.

**2.5.7 Quality Control Program (and Safety) (5 pts)**

Description of the firm’s construction safety program including safety plans, policies and safety record.

**2.5.8 Disadvantaged Business Enterprise Participation (5 pts)**

Firms must submit a plan describing the type(s) of DBE firm(s) that may be utilized throughout the scope of services. Also, firms must include how they have provided for DBE participation on other similar governmental Contracts.

**3.0 EVALUATION FACTORS/SUBMITAL CONTENT**

The CCRTA will conduct a comprehensive, fair, and impartial evaluation of all Statement of Qualifications received in response to this RFQ. Each Statement of Qualifications will first be analyzed to determine overall responsiveness and completeness as defined in the “Instructions to Offerors” Section and the Evaluation Criteria section of this RFQ. Failure to comply with the instructions or submission of a Statement of Qualification that does not satisfy these sections may result in the Statement of Qualifications being deemed non-responsive and may, at the discretion of the Director of Procurement result in the Statement of Qualification being eliminated from further consideration.

The CCRTA will use a Staff Evaluation Team to initially evaluate the submittals. The highest scoring firms will be recommended to the CCRTA’s Board of Directors for their approval to be part of the General Engineering Services pool.

**3.1 Evaluation Criteria**

The criteria used to evaluate the RFQ responses will include, but not be limited to, the items listed in the table below. The maximum evaluation score is 100 points. The evaluation criteria, ranked in descending order of importance, are as follows:

Evaluation Criteria	Points
Firm Experience (with similar efforts, particularly related to projects in the public sector)	20
Team Experience	20
Capacity and Capability	20
Management and Organizational Approach	10

Responsiveness to the Agency's Needs	<b>10</b>
Performance Standards	<b>10</b>
Quality Control Program	<b>5</b>
Disadvantage Business Enterprise (DBE) Participation	<b>5</b>
Total Points	<b>100</b>

# TASK ORDER PROCEDURES

## 1.0 INTRODUCTION

The CCRTA will engage with the established General Engineering Services pool of qualified Engineering firms on an as-needed Task Order basis. The instrument that will authorize the commencement of work negotiated in the Task Order shall be in the form of a CCRTA Task Order Contract.

## 2.0 GENERAL INFORMATION

The CCRTA anticipates a wide range of services that vary in complexity. At its sole discretion, the CCRTA may directly contact a firm from the established pool of qualified Engineering firms for their services on a small project.

For more detailed and complex projects, the CCRTA may utilize the Task Order process listed below to solicit qualified Engineering firms that are part of the General Engineering Services pool.

## 3.0 PROCEDURES FOR ISSUANCE OF TASK ORDERS

The Task Order process shall follow the listed procedures as outlined within this section. Firms will be notified of project opportunities based on their completed Categories Form (Appendix I).

### 3.1 Task Order Process

The CCRTA will issue a Task Order scope of work, specific DBE goal, and a request for qualifications to those firms interested in the project based on their completed Categories Form (Appendix I).

Firms will be required to submit the following:

- Resumes of qualified personnel,
- Team assigned to the project,
- Graphs,
- Reports,
- Plans,
- Outreach duties, and
- Project timelines to complete the Task Order

Those interested firms will be required to submit their qualifications to be evaluated and the CCRTA will select the most qualified firm(s) for the project.

If a firm(s) is selected for the project, the CCRTA will require the submission of the firm(s) proposed fee schedule. The CCRTA will enter negotiations with the selected firm(s). Upon the completion of negotiations, a Task Order Contract will be issued to the firm(s).



#### **4.0 AWARD OF TASK ORDERS**

The CCRTA will issue a Task Order Contract that shall include but not limited to the following items below:

- Scope of Work
- Term of Service
- The firm fixed price or fixed rate with a not-to-exceed amount (additional amount allowed upon approval)
- Contractor's Project Manager's, and Client Services Representative's (if other than Project Manager) contact information

## 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 Architect shall submit separate invoices in duplicate to Corpus Christi RTA, Attn: Accounts Payable, 602 N. Staples Street, Corpus Christi, Texas 78401 or electronically submitted by email to [AccountsPayable@ccrta.org](mailto:AccountsPayable@ccrta.org) and to the DBE Liaison Officer at [ccrtadbe@ccrta.org](mailto:ccrtadbe@ccrta.org). Invoices should indicate the contract number and shall be itemized in accordance with the different components of work. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is performed, whichever is later. In the event payment has not been made by the due date, Contractor shall submit a reminder invoice marked “overdue”. The CCRTA reserves the right to review all of Contractor’s invoices after payment and recover any overcharges resulting from such review.

### 3. TOOLS, EQUIPMENT AND SUPPLIES.

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

### 4. ESTIMATED QUANTITIES.

The estimated quantities for services, supplies or work to be performed noted in the Price Schedule are approximate. These quantities are to be used only for the comparison of bid 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 \$500,000 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 IFB, 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 damage that the CCRTA will sustain from delays or poorly performed work. This damage by their nature is not capable of precise proof. The CCRTA may withhold the amount of liquidated damages from monies otherwise due to the CONTRACTOR.



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**FEDERAL SUPPLEMENTAL CONDITIONS**  
**(PROFESSIONAL SERVICES – A&E)**

As used in these Supplemental Conditions, the term "CCRTA" shall refer to the Corpus Christi Regional Transportation Authority in Corpus Christi, Texas, the term "Contractor" shall refer to the contractor named in the Contract to which these Supplemental Conditions are attached, and the term "FTA" shall refer to the Federal Transit Administration. The Contractor clauses and provisions apply to all federally assisted Professional Services including Architectural and Engineering Services. These provisions supersede and take precedence over any other clause or provision contained within this contract that may be in conflict therewith.

**1. No Federal Government Obligations to Third Parties**

(1) The CCRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the CCRTA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**2. False Statement or Claims – Civil and Criminal Fraud**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on the Contractor to the extent the US Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **3. Access to Third Party Contract Records**

(1) Record Retention – The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

(2) Retention Period – The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records – The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance – The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

### **4. Changes to Federal Requirements**

The Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the CCRTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Contractor's failure to comply shall constitute a material breach of the Contract.

### **5. Termination**

(2) Termination for Convenience (General Provision) – The CCRTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the CCRTA's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the CCRTA to be paid by the Contractor. If the Contractor has any property in its possession belonging to the CCRTA, the Contractor will account for same, and dispose of it in the manner the CCRTA directs.

(2) Termination for Default [Breach or Cause] (General Provision) – If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CCRTA may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CCRTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CCRTA, after setting up a new delivery or performance

schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

(3) Opportunity to Cure (General Provision) – The CCRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the CCRTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Contractor or written notice from the CCRTA setting forth the nature of said breach or default, the CCRTA shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the CCRTA from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach – In the event that the CCRTA elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this contract, such waiver by the CCRTA shall not limit the CCRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

(5) Termination for Convenience (Professional or Transit Service Contracts) – The CCRTA, by written notice, may terminate this contract, in whole or in part, when it is in the CCRTA's interest. If the contract is terminated, the CCRTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(6) Termination for Default (Supplies and Service) – If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or, if the Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the convenience of the CCRTA.

(7). Termination for Default (Transportation Services) – If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of the CCRTA's goods, the Contractor shall, upon direction of the CCRTA, protect and preserve the goods until surrendered to the CCRTA or its agent. The Contractor and the CCRTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations

of the parties shall be the same as if termination had been issued for the convenience of the CCRTA.

(8) Termination for Default (Construction) – If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract, or any extension, or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the CCRTA may terminate this contract for default. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. In this event, the CCRTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the CCRTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the CCRTA in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

(3) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the CCRTA, acts of another contractor in the performance of a contract with the CCRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and

(4) The Contractor, within 10 days from the beginning of any delay, notifies the CCRTA in writing of the causes of delay. If, in the judgement of CCRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the CCRTA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the convenience of CCRTA.

(9). Termination for Convenience or Default (Architect & Engineering) - -The CCRTA may terminate this contract in whole or in part, for the CCRTA's convenience or because of the failure of the Contractor to fulfill contract obligations. The CCRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the CCRTA all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. CCRTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If termination is for the convenience of CCRTA, the CCRTA shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If termination is for contractor's failure to fulfill contract obligations, the CCRTA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the CCRTA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the convenience of CCRTA.

(10). Termination for Convenience or Default (Cost-Type Contracts) – The CCRTA may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether termination is for convenience of the CCRTA or for default of contractor. If termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the CCRTA, or property supplied to the Contractor by the CCRTA. If termination is for default, the CCRTA may fix the fee, if the contract provides for a fee, to be paid to the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the CCRTA and the parties shall negotiate the termination settlement to be paid to the Contractor.

If termination is for the convenience of CCRTA the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the CCRTA determines that the Contractor has an excusable reason for not performing, the CCRTA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## **6. Civil Rights (Title VI, ADA, EEO)**

The CCRTA is an Equal Opportunity Employer. As such, the CCRTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CCRTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(5) Nondiscrimination – In accordance with Federal transit law at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Race, Color, Religion, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any

later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue

## **7. Disadvantaged Business Enterprises (DBEs)**

Contracts involving subcontractors (exclusive of transit vehicle purchases)

To the extent authorized by Federal law, the CCRTA agrees to facilitate participation by Disadvantaged Business Enterprises (DBE) in the Project and assures that each sub-recipient, lessee, and third-party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

(1) The CCRTA agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The CCRTA agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third-party contract, or sub-agreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The CCRTA agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the CCRTA's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The CCRTA agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the CCRTA of its failure to implement its approved DBE program, U.S. DOT may impose

sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

#### **8. Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms & Conditions required by U.S. DOT, whether or not expressly stated in the preceding contract provisions. All U.S. DOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor will not perform any act, fail to perform any act, or refuse to comply with any request that would cause the CCRTA to be in violation of FTA terms and conditions.

#### **9. Debarment and Suspension**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the CCRTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the CCRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

#### **10. Resolution of Disputes, Breaches, or Other Litigation**

Remedies – Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the CCRTA’s Chief Executive Officer (CEO). This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the CCRTA’s CEO. In connection with any such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CCRTA’s CEO shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by the CCRTA, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies – Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the CCRTA and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually



agree, or in a court of competent jurisdiction within the City of Corpus Christi, Nueces County, State of Texas.

Rights and Remedies – Duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the CCRTA or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **11. Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### **12. Clean Air**

(1) The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q)

(2) The Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

#### **13. Clean Water**

(1) The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

(2) The Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

#### **14. Fly America**

(1) Definitions. As used in this clause--

International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag air carrier means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(3) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property

(4) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

*International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:*

(5) The Contractor shall include the substance of this clause, including this paragraph (5), in each subcontract or purchase under this contract that may involve international air transportation

**15. Seismic Safety**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

**16. Energy Conservation**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

## **17. ADA Access**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**SPECIAL PROVISIONS CONCERNING  
DISADVANTAGED BUSINESS ENTERPRISES  
(Federally Funded Project)**

As used in these Special Provisions, the term “CCRTA” shall refer to the Corpus Christi Regional Transportation Authority in Corpus Christi, Texas, the term “Contractor” shall refer to the bidders and successful contractor named in the Contract to which these Special Provisions are attached, and the term “FTA” shall refer to the Federal Transit Administration.

Disadvantaged Business Enterprise Compliance Requirements: Pursuant to Federal regulations for Disadvantaged Business Enterprise (DBE) programs, Contractor agrees to the following DBE assurances, and agrees to include this clause in all subcontracts:

*The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CCRTA deem appropriate.*

**A DBE PARTICIPATION GOAL WILL BE ASSESSED PER TASK ORDER**

DBE RESPONSIVENESS REQUIREMENTS

**In order to be considered responsive, a bidder must make good faith efforts to meet the goal for Disadvantaged Business Enterprise (DBE) participation in this Contract. The bidder must comply with Paragraphs A and B below and submit all documentation with submittal of the bid. If the bidder fails to do so, its bid may be deemed non-responsive and may be rejected.**

- A. Properly completing and signing Schedule A (Summary of DBE Participation). Schedule A is a list of all DBE subcontractors, their scope of work to be performed and dollar amount of participation of each DBE subcontractor.

**ANY DBE(s) LISTED ON SCHEDULE A MUST BE DBE CERTIFIED BY THE TEXAS UNIFIED CERTIFICATION PROGRAM (TUCP) AT THE TIME OF THE BID OPENING.**

- B. Properly complete Schedule B (Confirmation of Proposed DBE Participation) of this IFB/RFP. Schedule B must list the name of the DBE subcontractor, a detailed description of DBE’s scope of work, and dollar amount of participation of each, and only each, DBE that will participate in this Contract. If the bidder is itself a DBE, the DBE bidder must indicate on Schedule B what scope of work its forces will actually perform outside of the work of any subcontractor, and the dollar amount of that work. If this amount does not satisfy the DBE goal, the DBE bidder must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with their scope of work and agreed upon subcontract amount(s).

## DBE RESPONSIBILITY REQUIREMENTS

### 1. DBE Joint Ventures

If the bidder is a DBE joint venture, a two-party signed joint venture agreement (Schedule C) must be submitted to CCRTA for CCRTA's approval along with your bid. This agreement must address the administrative, financial, and field responsibilities of each partner. The DBE participation must meet the criteria as set forth in the definitions in the following section "Calculating DBE Participation".

### 2. Substitutions

The bidder cannot substitute any DBEs listed on Schedule A or C (if a joint venture) without prior written approval from CCRTA.

## CALCULATING DBE PARTICIPATION

**CCRTA will only count those DBEs that are certified by the TUCP at the time of bid opening towards a CCRTA contract goal.**

### 3. Definitions

**"Disadvantaged Business Enterprise" or "DBE"** means a for-profit small business concern that meets all of the following criteria:

3.1 Is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-on percent (51%) of the stock is owned by one or more such individuals.

3.2 Whose management structure and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3.3 Is certified by the TUCP at the time of bid opening.

**"Good Faith Efforts"** means efforts to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. This definition is not intended to relieve the bidder of any of the responsiveness (or responsibility) requirements listed in the Federal Supplemental Conditions section, ***Disadvantaged Business Enterprise Compliance Requirements*** of this Exhibit.

**"Joint Venture"** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**"Small Business concern"** means with respect to firms seeking to participate as DBEs in

DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65(b).

**“Socially and Economically Disadvantaged”** individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who CCRTA finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:
  - a) *“Black Americans”*, which includes persons having origins in any of the Black racial groups of Africa.
  - b) *“Hispanic Americans”*, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - c) *“Native American”*, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - d) *“Asian Pacific American”*, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (republic of Palau), the Commonwealth of the Northern Marianas Island, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, and Hong Kong;
  - e) *“Subcontinent Asian American”*, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Island, Nepal, or Sri Lanka;
  - f) *“Women”*;
  - g) Any additional groups whose members are designated as socially and economically disadvantage by the United States Small Business Administration (SBA), at such time as SBA designation becomes effective.
4. **General Conditions/DBE Calculations**

CCRTA will use the certification standards of Subpart D of 49 CFR Part 26 and the certification procedures of Subpart E of 49 CFR Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. CCRTA will make its certification decision based on the facts as a whole.

As a partner in the TUCP, the CCRTA can provide, upon request, a directory of TUCP DBE firms. The directory will also be available electronically at [www.ccrta.org/news-opportunities/dbe-certifications/](http://www.ccrta.org/news-opportunities/dbe-certifications/).

As required by 49 CFR Part 26.55, CCRTA counts DBE participation toward overall and contract goals as follows:

4.1 When a DBE participates in a contract, CCRTA counts only the value of the work actually performed by the DBE toward the DBE goal. Participation will only be credited in the DBE's area of specialization. Credit for work in other areas requires additional support documentation for each of those areas.

4.2 CCRTA counts the entire amount of that portion of a contract that is performed by the DBE's own forces. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the Contractor or its affiliate).

4.3 CCRTA counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided CCRTA determines the fee to be reasonable and not *excessive as compared with fees customarily allowed for similar services*.

4.4 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4.5 When a DBE performs as a participant in a joint venture, CCRTA counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

4.6 CCRTA counts expenditures to a DBE toward DBE goals only if the DBE is performing a commercially useful function on this Contract.

- a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, CCRTA must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is

actually performing and the DBE credit claimed for its performance of work, and other relevant factors.

- b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, CCRTA must examine similar transactions particularly those in which DBEs do not participate.
- c. If a DBE firm acting as a Contractor and/or as a subcontractor under this Contract does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, CCRTA must presume that it is not performing a commercially useful function.
- d. CCRTA used the following factors in determining whether a DBE trucking company is performing a commercially useful function:
  - i. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
  - ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
  - iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
  - iv. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
  - v. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE; and
  - vi. For purposes of this subparagraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of



the lease with consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- e. If a DBE is presumed not to be performing a commercially useful function as provided in these requirements, the DBE may present evidence to rebut this presumption. CCRTA may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
  - f. CCRTA's decision on commercially useful function matters are subject to review by the Federal Transit Administration, but are not administratively appealable to the United States Department of Transportation.
5. CCRTA counts expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- a. If the materials or supplies are obtained from a DBE manufacturer, CCRTA counts 100% of the cost of the materials or supplies toward DBE goals;
  - b. For purposes of these requirements, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
  - c. If materials or supplies are purchased from a DBE regular dealer, CCRTA counts 60% of the materials or supplies toward DBE goals;
  - d. For purposes of these requirements, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - i. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
    - ii. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
    - iii. Packagers, brokers, manufacturers' representatives, or other persons

who arrange or expedite transactions are not regular dealers within the meaning of this paragraph;

iv. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, CCRTA counts the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided CCRTA determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar service. CCRTA will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however;

5.1 CCRTA will not count toward its overall goal the dollar value of work performed under a contract by a firm after it has ceased to be certified.

5.2 CCRTA will not count the participation of a DBE subcontractor toward the Contractor's DBE achievements or CCRTA's overall goal until the amount being counted toward the goal has been paid to the DBE.

### GOOD FAITH EFFORTS

In order to be responsive, a bidder must make good faith efforts to meet CCRTA's DBE goal in either of two ways. The bidder must 1) document how it will meet the full goal by completing and signing Schedule A or C (if a joint venture); or 2) document its attempt to meet the goal through detailed, corroborating evidence; i.e. demonstrate that it took *all necessary and reasonable steps* which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder was not fully successful. CCRTA will make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. CCRTA will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder made. The efforts employed by the bidder should be those that one would reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. *Mere pro forma* efforts are not good faith efforts to meet the DBE contract requirements.

The following is a list of types of action that CCRTA will consider as part of the evaluation of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory check list, or to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, if applicable, advertising, and/or written notices) the interest of all certified DBEs who have the ability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interest by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiating in Good Faith with interested DBEs

1. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes:

- a. the names, addresses, and telephone numbers of DBEs that were considered
- b. a description of the information provided regarding the plans and specifications for the work selected for subcontracting
- c. evidence as to why additional agreements could not be reached for DBEs to perform the work.

2. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take into consideration a firm's price and capabilities, as well as contract goals. The fact that there may be some additional costs involved in finding and using DBEs, however, is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept high quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (i.e. union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by CCRTA or the bidder.

G. Making efforts to assist interest DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business

assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

CCRTA will also take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to commit to the contract goal, but others commit to the goal, CCRTA will raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have committed to the goal. If the apparent successful bidder fails to commit to the goal, but meets or exceeds the average DBE participation obtained by other bidders, CCRTA may view this, in conjunction with other factors, as evidence that the apparent successful bidder made good faith efforts.

The DBE Liaison Officer for CCRTA is responsible for determining whether a bidder has properly committed to meet the DBE goal and whether a bidder who has not committed to meeting the goal has documented good faith efforts in order to be responsive. CCRTA must be satisfied that all information is complete and accurate, and adequately documents the bidder's good faith efforts before CCRTA commits to the performance of the contract by the successful bidder.

### RECONSIDERATION

In accordance with 49 CFR §26.53(d), if CCRTA determines that a bidder is not responsive because it has not committed to meeting the contract goal or has not documented sufficient good faith efforts, it will notify the bidder in writing, and the bidder will have five (5) business days after receipt of this notification to request administrative reconsideration. The bidder must make this request in writing to the following CCRTA Reconsideration Official:

Chief Executive Officer  
CCRTA  
602 N. Staples  
Corpus Christi, TX 78401

The Reconsideration Official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of the Reconsideration, the bidder shall have the opportunity to provide written documentation or argument concerning the issue of whether it committed to meeting the contract goal or made adequate good faith efforts to do so. The bidder can also request in writing to meet in person with CCRTA's Reconsideration Official to discuss these issues; this request for a meeting must be submitted within five (5) days after receipt of notification of non-compliance. CCRTA will send the bidder a written decision within ten (10) business days after its reconsideration request was received by CCRTA, explaining CCRTA's basis for the finding that the bidder did or did not meet the goal or did or did not make adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to the United States Department of Transportation and CCRTA's decision shall be final.

### DOCUMENTATION REQUIREMENTS

#### 6. Documentation of Subcontractors and Subcontractor Agreements after Contract

Award.

Within 30 days upon receipt of an executed purchase order and contract, the Contractor must submit to the DBE Liaison Officer at CCRTA copies of SIGNED contracts between the Contractor and the DBE company/companies listed on its original DBE Schedules A and B.

FAILURE TO PROVIDE THE SIGNED SUBCONTRACT(S) TO CCRTA WITHIN THE TIME FRAME REQUIRED SHALL CONSTITUTE A BREACH OF THIS CONTRACT, AND UPON SUCH BREACH, CCRTA MAY TERMINATE THIS CONTRACT AND/OR EXERCISE OTHER SANCTIONS, PENALTIES, OR REMEDIES AS ALLOWED BY LAW OR EQUITY, AND AS CCRTA DEEMS APPROPRIATE.

6.1 Documentation of Payments Made to DBE Firms

1. The Contractor must submit copies to the DBE's monthly contract invoices including support documentation to the DBE Liaison Officer at the same time they are submitted to CCRTA's Account Payable.
2. The Contractor must submit copies of the form illustrated below (including support documentation) to the DBE Liaison Officer on a quarterly basis. This form must be used in order to properly credit the Contractor's progress in attaining the DBE goal.

6.2 CCRTA may make on-site visits from time to time during the course of this contract to ensure compliance with the requirements set forth herein.

CCRTA may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this Contract. CCRTA reserves the right to review the certified payrolls for the Contractor and all contractors working on this Contract.

**Further, if problems should arise with respect to the Contractor's subcontract with any DBEs, please contact CCRTA's DBE Liaison Officer so that CCRTA may be apprised of all DBE issues.**

6.3 Substitution of Termination of DBE Firms

The Contractor may not terminate a listed an approved DBE subcontractor or an approved substitute DBE firm without the prior written approval of CCRTA's DBE Liaison Officer and CCRTA's Project Manager. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The Contractor will have to show good cause in order to terminate the listed and approved DBE firm.

Good Cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;

2. The listed DBE subcontractor fails or refuses to perform work of its subcontractor in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;
3. The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, non-discriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law;
6. CCRTA's DBE Liaison Office has determined that the listed DBE subcontractor is not a responsible Contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that CCRTA's DBE Liaison Office determines compels the termination of the DBE subcontractor. Provided that good cause does not exist if;
  - The Contractor seeks to terminate DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE subcontractor was engaged; or
  - So that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

Before the Contractor seeks to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to CCRTA's Project Manager and CCRTA's DBE Liaison Officer, of its intent to request to terminate and/or substitute, and reason for the request. The DBE firm will have five (5) working days (or less if required by public necessity) to respond to the Contractor's notice and advise the DBE Liaison Officer and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why CCRTA should not approve the Contractor's action.

In the situation where the DBE's work scope has been modified by CCRTA, the

Contractor must immediately notify CCRTA's Project Manager and CCRTA's DBE Liaison Officer to discuss a revised "Commitment to DBE Participation". These provisions apply to post-award terminations and pre-award deletions of, or substitutions for, DBE firms put forward by Offerors in negotiated procurements.

#### 6.4 Inspection and Records

1. CCRTA may, with or without notice, periodically conduct on-site visits of or DBE subcontractor from time to time during the course of a contract to ensure compliance with the requirements set forth in CCRTA's contracts. The DBE department may be assisted by other CCRTA staff, and shall be entitled to reasonable access to facilities, personnel, and records related to the compliance plan.

2. CCRTA may require verification of any commitment represented to us in connection with the Contractor's use of DBE businesses in the performance of this Contract.

3. CCRTA reserves the right to review the certified payrolls, performance/payment records concerning subcontractors' payroll records, tax returns and records, and books of accounts for the Contractor and all subcontractors working on any CCRTA contract. Full access shall be granted upon 48-hours' notice by CCRTA or any duly authorized representative thereof or any law enforcement authority.

#### 6.5 Change Orders

The contract specific DBE goals applicable to a contract may also be applicable to change orders or contract modifications, when the proposed change order work relates to the services provided by the DBE subcontractor.

#### 6.6 Non-Compliance and Sanctions

##### 1. Determination of Non-Compliance

a. It will be the responsibility of CCRTA's DBE Liaison Officer to monitor the compliance plan, as well as the fulfillment of any special conditions, work order goals, or other obligations of the contract as it pertains to the DBE program and DBE goals.

b. Prior to contract closeout, the DBE Liaison Officer shall determine whether a Contractor has complied with the obligations under its compliance plan and other related requirements. The Contractor has the burden of proving compliance with all obligations and requirements.

c. If the Contractor fails to fulfill the requirements of the compliance plan or other compliance-related contractual obligation, CCRTA will

notify the Contractor of the deficiencies. Following notification, the Contractor shall have 60 days to cure the deficiencies. If the deficiencies are not cured, CCRTA shall make a determination of non-compliance and recommend the imposition of sanctions.

2. Sanctions for Non-Compliance

a. Sanctions for non-compliance may include, but are not limited to the following:

- i. Withholding of payments under the contract;
- ii. Recommendation not to exercise contract renewal option, if any;
- iii. Termination of the contract
- iv. Debarment from future business with CCRTA



# CERTIFICATION FORMS

## Do **NOT** Alter Any Forms.

Doing so will deem your Statement of Qualifications as non-responsive.

Complete, sign and submit the following forms and return with your signed Statement of Qualifications.

1. Certification Form (Attachment A),
2. Conflict of Interest Acknowledgement and Certification (Attachment B),
3. Acknowledgement of Addendum/Addenda (Attachment C),
4. References (Attachment D),
5. Bidder/Offeror/Proposer Information Form (Attachment E), and
6. Certification of Restrictions on Lobbying (Attachment G).

### Reminders:

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

**ATTACHMENT A**  
**CERTIFICATION FORM**

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT B

### 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.

fit 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.

ure 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](http://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 C**

**ACKNOWLEDGEMENT OF ADDENDUM/ADDENDA**

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

List all addenda numbers below:

\_\_\_\_\_

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

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

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

## ATTACHMENT D

**REFERENCES:** The Bidder 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 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 Bidder must provide a list of contracts that the firm is currently in process:

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## ATTACHMENT E

### BIDDER/OFFEROR/PROPOSER INFORMATION SHEET

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

**ATTACHMENT F**

**REQUEST FOR INFORMATION FORM**

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

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

BIDDER: \_\_\_\_\_

PROJECT: RFQ No. 2024-FS-01

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

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*  
\*\*\*\*\*

**FOR CCRTA USE**

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

Response:

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

**ATTACHMENT G**

**CERTIFICATION  
OF  
RESTRICTIONS ON LOBBYING**  
(Required for contracts over \$100,000.)

I, \_\_\_\_\_, \_\_\_\_\_, hereby certify on behalf of  
(Name) (Title)  
the \_\_\_\_\_, that:  
(Company Name)

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL: "Disclosure of Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 49 CFR Part 20.110.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The undersigned understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 49 CFR Part 20.110. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

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



## APPENDIX I

### CATERGORIES FORM

**RFQ No. 2024-FS-01**  
**General Engineering Services**

**Firm Name** \_\_\_\_\_

Indicate the professional service category or multiple categories that your firm provides. This form will be used when issuing Task Orders. Your proposal will be considered for each category requested.

No.	Professional Service Categories	If Yes Place "X"	No. of Staff
1.	Structural Engineering – Analysis & Design		
2.	Mechanical Engineering Support Services		
3.	Electrical Engineering		
4.	Civil Engineering		
5.	Renewable Energy Engineers (Solar, Wind Turbines, Electric, etc.)		
6.	Construction Management & Inspection		
7.	Environmental Engineers/Scientist		
	a. Compliance, remediation, permitting, and planning		
	b. <u>Underground</u> Storage Tank Program		
	c. <u>Hazardous</u> waste		
	d. <u>Stormwater</u> monitoring		
	e. National Environmental Policy Act/Environmental Site Assessments I and II		
8.	Registered Accessibility Specialist – Plan Review and Inspection Services		
9.	Geotechnical Engineering and Investigation/Materials Testing Services		
10.	Land surveying and plat preparation		

## APPENDIX II

### MINIMUM REQUIREMENTS

**RFQ No. 2024-FS-01**  
**General Engineering Services**

1. Does your firm/employees have the required license/certification as outlined in Section 2.4.1.1 of the “Special Instructions” in this RFQ?

YES                       NO

Please provide the Engineering Firm’s Texas Board of Professional (TBPELS) registration number, each listed Engineer’s TBPELS license number, and experience with your Statement of Qualifications.

2. Does your firm/employees have the required five (5) years’ experience as outlined in Section 2.4.1.2 of the “Special Instructions” in this RFQ?

YES                       NO

3. Does your firm have any material lawsuits as outlined in Section 2.4.1.3 of the “Special Instructions” in this RFQ?

YES                       NO

If yes, please explain in detail and attach documentation.

4. Does your firm have any material regulatory issues as outlined in Section 2.4.1.4 of the “Special Instructions” in this RFQ?

YES                       NO

If yes, please explain in detail and attach documentation.

5. References as outlined in Section 2.4.1.5 of the “Special Instructions” in this RFQ?