



**REQUEST FOR PROPOSALS  
FOR  
VANPOOL SERVICES**

**RFP NO.: 2024-S-03**

**Date Issued: February 12, 2024**

Proposals will be received at the offices of the Corpus Christi Regional Transportation Authority, hereinafter called the "CCRTA", at 602 N. Staples Street, Corpus Christi, Texas 78401 or by email at [procurement@ccrta.org](mailto:procurement@ccrta.org) until 3:00 p.m. (CST) Monday, March 25, 2024 for Vanpool Services. This is a five (5) year service contract. Proposals will be valid for one hundred twenty (120) calendar days from the Board approval date.

**PROPOSERS are encouraged to attend a pre-proposal conference on Monday, February 26, 2024, at 3:00 p.m. (CST) in the Boardroom on the second floor of the Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401.** The purpose of this meeting is to provide an overview of the requirements of the project and to answer any questions PROPOSERS may have concerning this procurement. While this meeting is not mandatory, Proposers are strongly encouraged to attend.

If you are unable to attend the pre-proposal conference, but would like to remotely participate, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Monday, February 26, 2024.

**Requests for Information are due by 3:00 p.m. (CST), Monday, March 4, 2024, with a response from the CCRTA by Monday, March 11, 2024.**

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

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

- Request for Proposals,
- Proposal Submission Checklist (Use as a reference),
- Instructions to Proposers,
- Scope of Work,
- Special Instructions, and
- Standard Service Terms and Conditions.

## **Attachments and Certifications:**

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

## **Exhibits:**

- Sample Contractor Monthly Summary Sheet (EXHIBIT I), and
- Sample Participant Monthly Reporting Coversheet (EXHIBIT II).

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

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

- Proposal in Response to the RFP - **one (1) original, five (5) hard copies, and one (1) electronic version in PDF format supplied on a USB Flash Drive,**
- Price Schedule (Attachment A) – Separate Electronic Attachment (Microsoft Excel) **One (1) signed hard copy in a separately sealed envelope, and one (1) electronic version in Microsoft Excel format supplied on a USB Flash Drive,**
- Attachments and Certifications: (B, C, D, E, and F).

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

- Proposal in Response to the RFP,
- Price Schedule (Attachment A), and
- Attachments and Certifications: (B, C, D, E, and F).

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

FIRMS must submit a proposal, and all documentation supporting the Proposal. The Price Schedule (Attachment A) is a separate document in Microsoft Excel format which must be signed and dated. **Failure to provide this information may deem your proposal to be non-responsive.**

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

**Note:** Proposer's email submission must be less than 50MB. If your email submission is more than 50MB, submit your proposal via a file storage service such as drop box, hightail, etc. If you choose to submit via a file storage service, send a link to [procurement@ccrta.org](mailto:procurement@ccrta.org) for the files to be accessed.

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

- Form 1295 "Certificate of Interested Parties"

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

- Proposal Submission Checklist

## PROPOSAL SUBMISSION CHECKLIST

(USE AS A REFERENCE)

Proposal Submission Checklist	Check
<b>Proposals MUST BE submitted in the following format:</b>	
1. Cover Letter	
2. Price Schedule (Attachment A)	
3. Attachments and Certifications (B, C, D, E, and F)	
3.1 Certification Form (Attachment B)	
3.2 Conflict of Interest Acknowledgement and Certification (Attachment C)	
3.3 Acknowledgement of Addendum/Addenda (Attachment D)	
3.4 References (Attachment E)	
3.5 Bidder/Offeror/Proposer Information Sheet (Attachment F)	
<b>Proposals MUST include the following:</b>	
<b>If submitting my mail:</b>	
• One Original Proposal (Items 1, and 3 – 3.5 (listed above))	
• Five hard copies of Proposal	
• One Electronic copy on a USB Flash Drive	
<b>Electronic Submission of Proposal: Submit by email to <a href="mailto:procurement@ccrta.org">procurement@ccrta.org</a>.</b>	
<b>Include the following in one electronic file:</b>	
• Response to RFP,	
• Price Schedule (Attachment A), and	
• Submit all Attachments (B, C, D, E, and F).	
<b>2. Price Schedule (Attachment A)</b>	
<b>Proposer must:</b>	
• List the Proposer's Name at the top of the page.	
• Sign, Print, Date, and enter Title at the bottom of the page.	
• Submit	
▪ One signed pdf, and	
▪ One electronic file on a USB flash Drive.	
<b>3. Attachments B, C, D, E and F</b>	
<b>3.1 Certification Form (Attachment B) – Sign, Print, list Title and Date</b>	
<b>3.2 Conflict of Interest Acknowledgement and Certification (Attachment C)</b>	
- Sign, list Title, Print, and Date	
<b>3.3 Acknowledgement of Addendum/Addenda (Attachment D)</b>	
- List Firm Name and write in each addendum issued ( <i>i.e. Addenda No. 1,2, and 3</i> )	
- Sign, Print Name and Title, and Date	

<b>3.4 References (Attachment E) DO NOT Include CCRTA As A Reference</b>	
<b>The Proposer must:</b>	
- List 4 similar projects which he/she has completed within the last five years.	
- Provide a list of contracts that the firm currently has in process.	
<b>3.5 Bidder/Offeror/Proposer Information Sheet (Attachment F)</b>	
<b>1. Bidder/Offeror/Proposer</b>	
- List Company Name, Address, City, State, Zip Code, FEIN/TIN and Unique Identity number - List if the Company is a subsidiary. If yes, name the Holding/Parent Company - List the number of years the Company has been in business. - List the Company's Commodity/NAICS Code and Corresponding Index Entry	
<b>2. Disadvantaged Business Enterprise (DBE) Certification</b>	
- If you are currently certified as a DBE, list the year of initial certification and the name of the agency with whom you are certified.	
<b>3. Bidder/Offeror/Proposer Primary Contact</b>	
- List Name, Title, Telephone numbers (office and mobile), and a valid email address	
<b>4. Authorized Signatory (If different from Primary Contact)</b>	
- List Name, Title, Telephone numbers (office and mobile), and a valid email address	

# INSTRUCTIONS TO PROPOSERS

## 1.0 GENERAL

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

## 2.0 EXPLANATIONS

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

## 3.0 SPECIFICATIONS

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

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

## 4.0 INFORMATION REQUIRED

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

**4.2** All prices shall be entered on the Price Proposal in ink or be typewritten.

**4.3** Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for

Proposals will be considered. The cover letter must bear the signature of a person duly authorized to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.

- 4.4 The CCRTA does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.
- 4.5 Information submitted in response to this RFP will not be released by the CCRTA during the proposal evaluation process or prior to contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after contract award.

## 5.0 SUBMISSION OF PROPOSALS

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

**Corpus Christi Regional Transportation Authority  
Staples Street Center  
ATTN: Procurement Department  
602 N. Staples Street  
Corpus Christi, Texas 78401  
Proposal For: RFP No. 2024-S-03 Vanpool Services**

**Proposal Due Date: Monday, March 25, 2024, by 3:00 p.m. (CST)**

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

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

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

### 5.3 Schedule

Proposals shall be governed by the following schedule:

- **Monday, February 12, 2024 – RFP Issued**  
Proposal documents are available at the CCRTA Website: [www.ccrta.org/news-opportunities/business-with-us/](http://www.ccrta.org/news-opportunities/business-with-us/).
- **Monday, February 26, 2024 – Pre-Proposal Conference** will be held at 3:00 p.m. (CST) in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To remotely attend, please send a request for login information to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) on this day.
- **Monday, March 4, 2024 – Requests for Information Due**  
Written Requests for Information (Attachment G) are due by 3:00 p.m. (CST). Please submit **one** form for **each** Request for Information. Request for Information must be emailed to [procurement@ccrta.org](mailto:procurement@ccrta.org).
- **Monday, March 11, 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/).
- **Monday, March 25, 2024 – Proposals Due**  
Written proposals are due no later than 3:00 p.m. (CST). All proposals must be received at the CCRTA's Staples Street Center located at 602 N. Staples Street, Corpus Christi, Texas 78401 or submitted electronically by email to [procurement@ccrta.org](mailto:procurement@ccrta.org) prior to deadline.
- **Monday, March 25, 2024 – Proposal Closing**  
The Proposal Closing will be held at 3:30 p.m. (CST) on Monday, March 25, 2024, in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples St., Corpus Christi, Texas 78401. To attend the Proposal Closing remotely, please submit a login request to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Monday, March 25, 2024.
- **Best and Final Offer – TBD**  
The CCRTA will evaluate each proposal for completeness and responsiveness to its needs and may request Best and Final Offers from any or all proposing firms.
- **Tentative Contract Award – May 8, 2024**  
CCRTA Board of Directors will meet to award a contract to the successful Proposer.



## **6.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

## **7.0 PROPOSALS CLOSING**

Only the names of Proposing Firms that submitted proposals will be announced by the CCRTA at the proposal closing. Price Proposals will not be opened. Information submitted in response to the Request for Proposals shall not be released by the CCRTA during the proposal evaluation process or prior to Contract award. Proposers are advised that the CCRTA may be required to release proposal information, other than trade secrets, after Contract award.

**Proposers are welcome to attend the Proposal Closing scheduled for Monday, March 25, 2024, at 3:30 p.m. (CST) in the CCRTA's Boardroom located on the second floor of the Staples Street Center at 602 N. Staples Street, Corpus Christi, Texas 78401. To attend the Proposal Closing remotely, please submit a login request to [procurement@ccrta.org](mailto:procurement@ccrta.org) by 1:00 p.m. (CST) Monday, March 25, 2024.**

## **8.0 EVALUATION FACTORS**

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

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

## **9.0 ELIGIBILITY FOR AWARD**

- 9.1** For a proposer to be eligible for award of the Contract, the proposal must be responsive to the Request for Proposals; and the CCRTA must be able to determine that the proposer is responsible to perform the Contract satisfactorily.
- 9.2** Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.
- 9.3** Responsible proposers at a minimum must:
- 9.3.1** Have adequate financial resources or the ability to obtain such resources as required during the performance of the Contract;
  - 9.3.2** Have a satisfactory record of past performance;
  - 9.3.3** Have necessary management and technical capability to perform;
  - 9.3.4** Be qualified as an established firm regularly engaged in the type of business to perform the Contract required by this Request for Proposals;
  - 9.3.5** Be otherwise qualified and eligible to receive an award under applicable federal, state, county, or municipal laws and regulations; and
- 9.4** A proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information shall result in the proposer being declared not responsible, and the proposal shall be rejected.

## **10.0 RESERVATION OF RIGHTS**

The CCRTA expressly reserves the right to:

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

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

## **11.0 ACCEPTANCE**

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

## **12.0 PROTESTS**

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

## **13.0 EQUAL OPPORTUNITY**

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

## **14.0 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.

## **15.0 FORM 1295 "CERTIFICATE OF INTERESTED PARTIES"**

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

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

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

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

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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.

**16.0 NO DIRECT CONTACT WITH CCRTA BOARD MEMBERS**

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

## **SCOPE OF WORK**

### **1.0 BACKGROUND**

The Corpus Christi Regional Transportation Authority (CCRTA) began operations in January 1986 and has since provided public transportation services to citizens and visitors of the Coastal Bend, including the cities of Agua Dulce, Banquete, Bishop, Corpus Christi, Driscoll, Gregory, Port Aransas, Robstown, and City of San Patricio. The CCRTA is a self-governed public transportation agency operating 33 Fixed Route, serving approximately 1,375 bus stops within a service area of 846 square miles. The CCRTA provides transportation services to rural communities with demand response service, offers a subsidized vanpool program serving the needs of those in the Corpus Christi Metropolitan Area, and provides B-Line demand response paratransit service for qualified individuals. The CCRTA is supported by a one-half cent sales tax.

### **2.0 INFORMATION**

The Corpus Christi Regional Transportation Authority (CCRTA) vanpool program is a resource for businesses and community groups to access ridesharing services through the CCRTA and is a cost-effective public transit option. The vanpool program offers a valuable and cost-effective transportation alternative for the business community and commuters. The vanpool program is designed to encourage employers to join the CCRTA in subsidizing commuters who work for companies within the CCRTA's service area.

The CCRTA is seeking proposals from interested and qualified companies or firms with experience in providing vanpool services for commuter vanpool programs. The CCRTA's intent is to contract the entire program as a turn-key service to an independent Contractor. The selected Contractor will provide all vehicles, maintenance, insurance, marketing, ride-matching services, staff and cover other related expenses necessary to operate a vanpool program. The Contractor must offer flexible vanpools. This will allow for the hybrid remote worker to still be able to participate in the vanpool program even though they ride fewer than five days per week.

The CCRTA will subsidize qualified vanpools, paying the subsidy to the Contractor monthly. The Contractor will in turn reduce the monthly Use Fee to vanpool participants by an amount at least equal to the subsidy. Use Fee means all costs that are normally billed to a vanpool customer for use of a van excluding any charges for fuel, car washes, tolls, and parking.

The vanpool program will be a five (5) year service contract.

### **3.0 REQUIREMENTS**

#### **3.1 Vanpool Program**

- 3.1.1** Provide turn-key vanpool services to commuters, including all program use agreements, vehicles, vehicle maintenance and storage, facilities, materials and supplies, insurance, customer service, customer billing and collection, and related administrative functions; provide a hybrid work schedule option.
- 3.1.2** Receive and evaluate vanpool program application forms and participation agreements, accept, or reject each application, authorize enrollment for approved applications, manage participation agreements with participating vanpools, and compile and manage a vanpool database.
- 3.1.3** Prepare and enter into with the primary driver of each vanpool a participation agreement setting forth all costs and conditions relating to the use of the vehicle by vanpool participants.
- 3.1.4** Provide vehicles for commuter work trips. Limited personal use of the vehicle may be negotiable between the vanpool's Primary Driver and the Contractor. No more than 20% of the miles driven on a vehicle can be for a purpose other than commuting to and from work.
- 3.1.5** The vanpool must have at least 50% of the adult seating capacity of the vehicle (not including the driver) used for the transportation of employees to and from work, representing 80% of the usage of the van.
- 3.1.6** Reasonably accommodate individual applicants and disabled applicants. This includes complying with provisions of the Americans with Disabilities Act (ADA).
- 3.1.7** Require that the vanpool be open for any commuter to join. The Contractor must reasonably accommodate individual applicants (i.e., applicants who are not employees at a vanpool's destination workplace). This includes placing, at the CCRTA's request, individual vanpool applicants who have origins and destinations proximate to an existing vanpool in any vacancy in that vanpool.
- 3.1.8** The Contractor shall agree to deliver each van within a maximum of twenty (20) calendar days after the Contractor registers a qualified group. The Contractor shall agree to provide the CCRTA's Project Manager with a group manifest that includes an initial list of names and work phone numbers for the passengers in the group, driver(s), and employer; the destination of the van; the size, year model, and style of the van and monthly cost.
- 3.1.9** Provide a Guaranteed Ride Home Program. Indicate how the program will operate including but not limited to, number of taxi/rides

home per year, conditions for use, how much is covered per ride, registration process and the cost to the participant and or employer.

**3.1.10** The Contractor shall provide costs based upon the monthly subsidy rate per vehicle. Proposed program cost is encouraged to be realistic, competitive, and conscious that the program is dedicated to closing the accessibility and mobility gap that exists between regional employers and employees, particularly those of low-to-moderate income levels. Cost should be determined per vanpool group, taking into consideration the number of individuals in the group, vehicle type, fuel cost, average monthly mileage, and other relevant factors.

## **3.2 Vehicle Requirements**

**3.2.1** Comply with all applicable state and federal laws and regulations, including driver and vehicle certification, licenses, and vehicle registration.

**3.2.2** All vans must be open to the public, should any person desire to ride in a vanpool serving their work trip commute (space permitting), including those with disabilities.

**3.2.3** Assume all vehicle responsibilities and liabilities associated with the program; to include appropriate insurance.

**3.2.4** Follow all applicable Federal Motor Vehicle Safety Standards (FMVSS). The Contractor is responsible for vehicle inspections, licensing, registration, insurance, and equipment in accordance with applicable federal, state, and local laws.

**3.2.5** The Contractor shall provide the current year of operations model passenger vans, not to exceed five (5) model years in age or 100,000 miles usage. The Contractor shall replace any vehicle when or before it reaches these limits.

**3.2.6** Seat a minimum of seven (7) passengers (including the driver) up to a maximum of fifteen (15) passengers.

**3.2.7** Employ a scheduled maintenance and unscheduled repair program to ensure continued reliability and performance of the vehicles used in the program.

**3.2.8** Mechanical System Failure Declarations Declaration must be made of any major mechanical system failures occurring during the month. Classifications are defined as follows:

**3.2.8.1 Major:** These are failures of a mechanical element of the revenue vehicle that prevents the vehicle from completing



a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns.

**3.2.8.2 Non-Major:** These are failures of some other mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of other vehicle failures include breakdowns of heating, ventilation, and air conditioning (HVAC) systems and other problems not included as a major mechanical systems failure.

**3.2.9** Provide emergency and towing assistance throughout the operation of the vanpool service. This should include repair of flat tires, gas delivery, battery jumps and lock-out services.

**3.2.10** Declaration must be made within 48 hours of any major or non-major vehicle incident occurring during the month. Classifications are defined as follows:

**3.2.10.1 Major:** Any incident resulting in a fatality or property damage of more than \$25,000 and/or requiring immediate medical attention away from the scene for two or more persons. Major accidents and incidents must be reported immediately to the CCRTA.

**3.2.10.2 Non-Major:** Any incident that results in less than \$25,000 in property damage and/or results in any injury that requires medical attention away from the scene of the incident.

**3.2.10.3 Required Notification:** Notify the CCRTA of any major incident, by e-mail and follow-up with a phone call as soon as the Contractor and/or Contractor's project management staff becomes aware of it. The Contractor shall also provide all such reasonable information regarding any major incident that may be requested by the CCRTA. Such notification shall not be delayed until routine monthly reports are submitted.

### **3.3 Reporting**

#### **3.3.1 Ridership Reports**

**3.3.1.1** Submit ridership in a timely and accurate data, reports, and submittals required by the Scope of Work and other such

additional information as requested by the CCRTA and necessary for the compilation of National Transit Database (NTD) reports. Ridership data is the sole responsibility of the Contractor to provide. Ridership data is to be submitted monthly in Excel format by the 15th calendar day of every month.

### **3.3.2 Invoices**

#### **3.3.2.1 Monthly Invoices and Associated Reports**

Submit monthly invoice, notices, and associated reports (see Exhibit I – Sample Contractor Monthly Summary Sheet and Exhibit II – Sample Participant Monthly Reporting Coversheet). Contractors shall submit invoices no later than the 10th day of each month for the previous month’s services. All monthly reports will be submitted to the CCRTA by e-mail. All invoices must include:

Per Vanpool:

- Van unit number
- Name of Employer, Company or Business van is serving.
- Size of Van (7, 10, 15 passenger)
- Primary driver’s name
- Monthly Use fee
- Monthly mileage
- Amount of subsidy applied

#### **3.3.2.2 Data Collection and Monthly Reporting**

Ability to maintain a current database on all vans, drivers, and passengers, including:

- Current vans in operation
- Current van drivers and passengers
- Contact information for all passengers and drivers
- Origination and destination locations for each van
- Number of riders for each van
- Number of empty seats for each van
- Number of commute days per month
- Daily ridership
- Daily hours
- Daily round trip miles

### **3.3.3 National Transit Database Reporting – Mandatory**

Provide reports consistent with the definitions used for NTD reporting and provided in the Federal Transit Administration (FTA) publication Uniform System of Accounts. This publication can be obtained at the NTD web site [www.transit.dot.gov](http://www.transit.dot.gov). The following reports will be collected annually by February 1<sup>st</sup> covering the preceding January 1<sup>st</sup> through December 31<sup>st</sup> fiscal year:

- 3.3.3.1** Contractor’s Operating Expenses (including administrative cost, maintenance cost, operating cost, fuel purchase)
- 3.3.3.2** Sources of Funds
- 3.3.3.3** Contractor’s Depreciation, Interest, Lease, and Rental Expenses
- 3.3.3.4** Contractor’s Vehicle Inventory
- 3.3.3.5** Contractor’s Vehicle System Failure Report

### **3.3.4 Monthly Reporting**

If no major or non-major incidents occurred during the month, reports shall be submitted stating that no incidents occurred during the reporting period. Each Report shall include following:

- 3.3.4.1** The printed name and signature of authorized Contractor representative responsible for declarations.
- 3.3.4.2** Details regarding new vans established during the month, terminated vanpools and vanpool vehicles retired/replaced.
- 3.3.4.3** Brief narrative of any outreach, rider recruitment or marketing efforts.

### **3.3.5 Access to Records**

Provide the CCRTA, Federal Transit Administration, and the National Transit Database (“the Parties”) such access to the Contractor’s accounting books, records, payroll documents and facilities of the Contractor which are directly pertinent to the Contract for vanpool services for the purposes of examining, auditing, and inspecting all accounting books, records, work data, documents, and activities related thereto. The Contractor shall maintain such books, records, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the Contractor’s performance under the Contract and for a period of five (5) years from the date of final payment by the CCRTA. The Parties’ right to audit books and records directly related to the Contract shall also extend to any first-tier subcontractors identified in the Contract. The Contractor shall permit the Parties to reproduce documents by any

means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

### **3.3.6 Marketing**

- 3.3.6.1** Coordinate with the CCRTA to conduct outreach and encourage the formation of new vanpools and increase the participation in existing vanpools.
- 3.3.6.2** Provide regional ride-matching services to identify commuters who may form vanpools and to identify participants to fill empty vanpool seats.
- 3.3.6.3** Actively participate in coordination and marketing activities, per the CCRTA's request.
- 3.3.6.4** Authorization and availability of usage of any marketing material that may include logos, photos, a toll-free number for promotion of service on the CCRTA's branded website.
- 3.3.6.5** Decals are required on each van. The CCRTA will provide the decal artwork in electronic format. The Contractor is responsible for the cost of producing, installation, and removal of decals.

# SPECIAL INSTRUCTIONS

## 1.0 GENERAL

### 1.1 Introduction

The Corpus Christi Regional Transportation Authority, hereinafter referred to as the “CCRTA” is requesting competitive proposals from qualified firms with experience in providing vanpool services for commuter vanpool programs. This will be a five (5) year service contract. Services for this contract will begin on June 1, 2024.

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

- Cover Letter,
- Qualifications,
- Technical Experience,
- Work Plan,
- Attachments and Certification Forms (B, C, D, E, and F), and
- Price Schedule (Attachment A) **(signed and submitted in a separately sealed envelope) and one (1) electronic version in Microsoft Excel format supplied on a USB Flash Drive.**

All proposals must be submitted before the deadline in the solicitation and addressed with the information as noted in the “Instructions to Proposers” Section 5.

### 1.2 Proposal Contents and Format

The contents of the proposal shall include the following:

#### 1.2.1 Cover Letter

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

#### 1.2.2 Qualifications of the Firm – 25 Points

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

- 1.2.2.1 Ability to provide turn-key vanpool services in the Corpus Christi Metropolitan area or UZA,
- 1.2.2.2 Strength and ability of the firm, and
- 1.2.2.3 Client References – record of producing a quality product/service on similar projects on time and within budget. *(Must provide a minimum of 1-2 active client references.)*
  - DO NOT include the CCRTA as a reference.
  - References (Attachment E) are still required to be submitted with the Certification Forms.

### **1.2.3 Technical Experience – 30 Points**

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

- 1.2.3.1 Experience with administration or participation in programs similar in nature,
- 1.2.3.2 Experience providing services and carrying out tasks detailed in the Scope of Work,
- 1.2.3.3 Knowledge of and experience with (FTA) requirements regarding Capital Cost of Contracting, and (NTD) Reporting, and
- 1.2.3.4 Qualifications of staff; level of key personnel’s involvement in performing related work.

### **1.2.4 Work Plan – 30 Points**

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

- 1.2.4.1 Understanding of vanpooling concepts and objectives demonstrated in the RFP,
- 1.2.4.2 Understanding of project requirements and work tasks,
- 1.2.4.3 Approach and proposed methodology to project scope,
- 1.2.4.4 Logic, clarity, and specificity of work plan,

- 1.2.4.5 Ability to provide required reporting metrics,
- 1.2.4.6 Logic of project organization and adequacy of labor commitment, and
- 1.2.4.7 Core areas for consideration – innovative approaches, internal measures for timely completion of milestones, ability to provide vehicles and turn-key services required, maintenance and repair program, 24 hour on-call for emergency services, and Emergency Ride Home program.

### **1.2.5 Price – 15 Points**

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

- 1.2.5.1 Detailed pricing structure for firm’s vehicles/services,
- 1.2.5.2 Completeness and reasonableness of the average lease cost and pricing structure for services,
- 1.2.5.3 Competitiveness of this amount with similar services available through other contractors,
- 1.2.5.4 Adequacy of data in support of price submitted, and
- 1.2.5.5 Submittal of Price Schedule (Attachment A).

### **1.2.6 Attachments and Certification Forms (B, C, D, E, and F)**

## **2.0 PROPOSAL EVALUATION**

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

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

## 2.1 Evaluation Criteria

Section	Evaluation Criteria	Weight (Points)
1	Qualifications of Firm	25
2	Technical Experience	30
3	Work Plan	30
4	Cost	15
<b>Total</b>		<b>100</b>

The CCRTA will first evaluate the proposals on all factors other than cost. After a preliminary evaluation, the Price Schedule (Attachment A) will be opened and included in the evaluation process. Evaluation points for cost will be assigned based on a lowest cost (most points) to highest cost (least points) ranking of proposed cost packages. The maximum points available for cost is **15 points**. The CCRTA may select a proposer for the project after this review if the CCRTA feels it is in the CCRTA's best interest.

## 2.2 Shortlisted Proposers

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

## 2.3 Oral Presentation and Demonstration

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

## 2.4 Best and Final Offer (BAFO)

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

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



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

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

**EXHIBIT I**  
**SAMPLE CONTRACTOR MONTHLY SUMMARY SHEET**

**AND**

**EXHIBIT II**  
**SAMPLE PARTICIPANT MONTHLY REPORTING  
COVERSHEET**

**ARE SEPARATE ATTACHMENTS**

**(They can be downloaded from the CCRTA's website  
at [https://www.ccrta.org/news-opportunities/business-  
with-us/](https://www.ccrta.org/news-opportunities/business-with-us/).)**

## **STANDARD SERVICE TERMS AND CONDITIONS**

### 1. **SERVICE STANDARDS**

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

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

The Contractor shall submit invoices, monthly or as otherwise specified in the Contract documents to [AccountsPayable@ccrta.org](mailto:AccountsPayable@ccrta.org). Invoices sent through the U.S. Mail will also be accepted and shall be addressed to Corpus Christi RTA - Staples Street Center, 602 N. Staples Street, Corpus Christi, TX 78401 to the attention of Accounts Payable. Invoices shall indicate the Contract number and shall be itemized in accordance with the different components of work set forth in the Price Schedule. Payment shall not be due until thirty (30) days after the date the above instruments are submitted or the work is performed, whichever is later. In the event payment has not been made by the due date, the Contractor shall submit a reminder invoice marked “overdue”. The CCRTA reserves the right to review all the Contractor’s invoices after payment and recover any overcharges resulting from such review. Invoices will be paid Net 30.

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

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

### 4. **ESTIMATED QUANTITIES**

The estimated quantities for services, supplies or work to be performed noted in the Price Schedule are approximate. These quantities are to be used only for the comparison of proposal and the award of this Contract and are based on past and projected usage. The 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, the Contractor agrees that, regardless of the amount of such variance, it shall not be the basis for deviating from the quoted unit prices. Further, the Contractor agrees to honor quoted unit prices for the duration of this Contract.

### 5. **LIABILITY INSURANCE COVERAGE.**

The Contractor shall always maintain during the term of this Contract at its sole cost and expense each of the following insurance coverages 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 the 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 coverages 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.

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

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

6.1. The following definitions shall apply:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the 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 the 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 people 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. The 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. The Contractor shall provide a certificate of coverage to the CCRTA prior to being awarded the contract.

6.4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the 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. The 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 the 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. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

6.7. The Contractor shall notify the CCRTA in writing by certified mail or personal delivery, within 10 days after the 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. The 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. The 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 its employees' providing services on the project, for the duration of the project;

6.9.2. provide to the 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 the 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 the 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, the Contractor is representing to the CCRTA that all employees of the 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. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the CCRTA to declare the Contract void if the Contractor does not remedy the breach within 10 days after receipt of notice of breach from the CCRTA.

7. INDEMNIFICATION.

The Contractor shall indemnify and hold harmless the CCRTA, its officers, employees, agents, attorneys, representatives, successors and assigns from 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 the 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 all such claims, whether 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, the 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 the Contractor shall always 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. The Contractor shall remain solely responsible for the supervision and performance of any such employees in completing its obligations under this Contract. The 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. The 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 the Contractor breaches any of the terms hereof or if the 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 the 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.

The Contractor shall not advertise or publish, without the CCRTA's prior consent, the fact that it has entered 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 the Contractor, or any agent or representative of the 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

The 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.

The Contractor shall be advised of any complaints filed with the CCRTA alleging that the Contractor is not an equal opportunity employer. The CCRTA reserves the right to consider such complaints in determining whether to terminate any portion of this Contract for which the services have not yet been performed; however, the 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. The Contractor shall comply with all applicable laws and regulations in performing under this contract.

16. NOTICES

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

17. INTERPRETATION

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting party has knowledge of the performance and opportunity for objection.

# ATTACHMENTS AND CERTIFICATION FORMS

Do **NOT** Alter Any Forms.

Doing so will deem your proposal non-responsive.

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

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

## Reminders:

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

# **ATTACHMENT A**

## **PRICE SCHEDULE**

### **Separate Attachment (Microsoft Excel)**

**Submit One (1) signed hard copy in a separately sealed envelope, and one (1) electronic version in Microsoft Excel format supplied on a USB Flash Drive.**

**ATTACHMENT B**  
**CERTIFICATION FORM**

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

- (1) **Proposal Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Proposals with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE Certification:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Conflict of Interest Acknowledgement and Certification: See Attachment C.**
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Corpus Christi Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Non-Debarment Certification:** Certifies that it is not included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT C

### CONFLICT OF INTEREST ACKNOWLEDGEMENT AND CERTIFICATION

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

**ACKNOWLEDGEMENT OF ADDENDUM/ADDENDA**

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

List all addenda numbers below:

\_\_\_\_\_

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

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

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

## ATTACHMENT E

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

1. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
2. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
3. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_
  
4. Company: \_\_\_\_\_  
Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Project: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Cost: \_\_\_\_\_

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

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**ATTACHMENT F**  
**BIDDER/OFFEROR/PROPOSER INFORMATION SHEET**

To Be Completed By Vendor And Returned With Quote.	
<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>(If Applicable)</b> <b>Federal Employer Identification Number (FEIN)</b> <b>and/or</b> <b>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>	
Disadvantaged Business Enterprise (DBE) Certification (If Applicable)	
<b>DBE</b>	<b>Certification Year:</b> <b>Agency Name:</b>
Bidder's Primary Contact	
<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>	
Authorized Signatory (If different from Primary Contact)	
<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 G**

**REQUEST FOR INFORMATION**

(Please submit one form for each Request for Information)

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

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

PROJECT: RFP No. 2024-S-03

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

Request:

\_\_\_\_\_  
Signature

\*\*\*\*\*

**FOR CCRTA USE**

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

Response:

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